



Lakeview Academy Board of Trustees Meeting

June 30, 2011

527 West 400 North Saratoga Springs Utah

(all times listed are approximate and the board reserves the right to vote on any item on the agenda)

- |       |  |      |
|-------|--|------|
| I.    | Roll Call  | 5:00 |
| II.   | Executive Session  |      |
|       | 1. Strategic Development Planning and training   |      |
|       | 2. Questions about the agenda  |      |
| III   | Meet and Greet   | 6:00 |
|       | Come meet our new Director Rick Veasey   |      |
| IV.   | Welcome to General Session   | 7:00 |
| V.    | Pledge of Allegiance   |      |
| VI.   | Reports  | 7:05 |
|       | 1. Director Reports  |      |
|       | 2. Benchmark Reports   |      |
|       | 3. Board Reports   |      |
|       | 4. Financial Reports   |      |
| VII.  | Charter/Governance Training  | 7:30 |
|       | 1. What does charter implementation look like...   |      |
| VIII. | Public comment not related to items on the agenda, each comment is limited to two minutes. | 8:00 |
| IX.   | Board Business   | 8:15 |
|       | 1. Appointment of Julie Anderegg to the Board of Trustees                                  |      |
|       | 2. Appointment of Zarada Pickard as assistant Board Secretary                              |      |
| X.    | Consent Agenda   | 8:20 |
|       | 1. April 2011 Financials   |      |
|       | 2. May 2011 Financials   |      |
|       | 3. 2010-2011 minutes   |      |
|       | 4. Designation of Joylin Lincoln to sign M Space Contract                                  |      |
|       | 5. M Space Building Contract   |      |
|       | 6. Sunrise Engineering Contract  |      |
|       | 7. Hourly Employee Agreement   |      |
| XI.   | Action Items   | 8:20 |
|       | 1. Pilot Partnership with Hi-Tech High   |      |
|       | 2. Calendar 2011-2012  |      |
|       | 3. Benefit and Leave Policy  |      |
|       | 4. Discipline Policy   |      |
|       | 5. PALS Policy   |      |
|       | 6. 2010-2011 Amended Budget  |      |
|       | 7. 2011-2012 budget  |      |
|       | 8. Charter Solutions Contract  |      |
|       | 9. H-Wire Technology Contract  |      |
| XII.  | Executive Session continued if needed  | 9:40 |

- XIII. If needed a motion to enter a closed session for the purpose of discussion of litigation matters, or authorized personal issues.
- XIV. Action if any from closed session.
- XV. New Business
- XVI. Adjourn
- 10:00

**Lakeview Academy Board Meeting**  
**Public Comment and Pattern of Formality Guidelines**

The following are guidelines that were taken from Robert's Rules of Order and modified to assist the Lakeview Academy Board in running efficient meetings:

**Public Comment**

1. During the agenda under the Public Comment section, the public may address any issue not related to items already on the agenda. Please state your name for the official minutes. Please be mindful of the length of the board meeting and limit your comments to two minutes.
2. After an item has been introduced and debated by the board, the President will call for Public comment on that item only. Each public attendee shall have the opportunity to speak two times on the same issue on the same day. It shall proceed that everyone will be given their first opportunity to speak before anyone will be given their second opportunity.
3. To maintain order, if someone from the public is out of order, the President will verbally counsel them by calling, "point of order."

**Order of Debate**

1. The item will be introduced by the sponsor if the sponsor is not present then the President will assign someone to do the introduction.
2. Members debate the item (unless no one wished to debate it). Each member is allowed two separate opportunities to speak on the item.
3. The President will then open the item up for Public Comment following the directions in public comment section 2.
4. The item will then be opened up to the Board for additional debate if necessary.
5. A member makes a motion by saying, "I move that..." if it is long, it should be prepared in writing and given to the President or Secretary. If no motion is made then the item dies, and no further debate will occur.
6. Another board member may amend the motion. If the motion is amended the President asks is there any objection to adopting the amendment. If no objection is made, the chair may declare the amendment adopted. If even one member objects, however the amendment is subject to debate and vote like any other motion.
7. If the motion is amended the President may open it up to further board comment if necessary.
8. The President will then call the question and take a vote on the item.
9. The President announces the vote.

**Pattern of Formality**

1. The President should be addressed as Mister or Madam President as appropriate.
2. Wait to be acknowledged verbally or with a nod before speaking by the President.
3. Speak only to the President or through him/her.
4. Avoid personalizing any issue; speak to the subject, not the person you disagree with. An example of this would be if you believe something said to be untrue, you would say, I believe the member is mistaken instead of saying something was a lie.
5. If anyone breaches Robert's Rules or for example speaks out of turn, it is called a point of order and will be corrected by the President or any other board member that catches it. One would say, "Point of Order" The President would acknowledge the person and they would say what breach occurred. The President would then say "the point of order is well taken" or if unfounded, "the point of order is not well taken."

## **June 2011 Directors Report**

### **1. Please list activities and programs completed this month that support:**

#### **a) Global Ends policy**

This will be an area I am eager to write about when our students return. I will add in here at this time, I have seen several students here during the summer volunteering to help prepare our school for next year. What a wonderful contribution to Lakeview. We also have a scout who is working with James Fillmore. He has arranged his Eagle Scout Project to be setting up and preparing our two new labs and replacing the mobile labs.

#### **b) Language Arts and Mathematics Ends Policy**

We had teachers attend the training from USOE on the new common core. These teachers will be instrumental in training our entire staff on how to implement this new core and bridge our existing core with it.

Ms. Thurmond and Ms. Hintze are preparing a Scope and Sequence template for all teachers to utilize for the 2011-2012 year. The template will support teachers and students in course completion and lesson pacing. This will be completed by teachers during the first two weeks of the school year.

#### **c) Science, Arts, and Technology Ends policy**

New science textbooks will be ordered in July for our MS science courses. This is in compliance with the school improvement plan.

Our schedule reflects a greater focus on Technology in our MS electives and in the elementary technology curriculum. Ms. Hintze is selecting an age appropriate curriculum for our elementary students to further develop their technology skills and prepare them for more rigorous electives as MS students.

#### **d) Enrollment Ends Policy**

Ms. Halliday has submitted our enrollment data. We are to capacity in grades K-6. We have available seats in grades 7, 8 and 9. Advertisement efforts are underway to recruit those students interested in our Mission. We will also include in that advertisement plan, a request to our current families to invite their

friends and neighbors to come participate in our summer event (TBA).

e) **Parent Satisfaction Ends Policy**

Rebecca Call from our Local Newspaper will be including a write up about Lakeview Academy and me as the new director. This should appear before the school year begins.

I spoke with Lisa Morris, Land Trust Committee Chair, and reviewed our plan for the 2011-2012 year. We will have the majority of those goals implemented by the start of the school year. Teachers will be provided with greater technology and additional technology training during their orientation week.

I will be meeting with our SAC in July.

**2. Please provide information and updates from the following departments:**

- a) **Business/finance/IT** – Have reviewed 11-12 budget with Tara M. All IT orders for 11-12 year are prepared to have on site and operational for start of the year. Power School implementation will be finalized for start of the year, as long as, timing of each party remains as scheduled. It will be a demanding schedule, but doable.
- b) **Facilities** - Typical summer projects are on schedule (painting, waxing, deep cleaning, etc.). CTE Computer Lab and stairwells are scheduled to be worked on and completed by second week of July. Portable construction is underway. M Space will be providing Lakeview with 4 beautiful classrooms and a timeline for completion is forth coming. It is anticipated they will be ready for about the second or third week of school. Furniture for these rooms will be ordered closer to the completion of the building to avoid having to store them longer than is necessary.
- c) **Special Education** – Ms. Hintze and her teachers will be attending the summer Law Conference. These trainings are so very important to ensure our students are receiving the appropriate services and education. No other items to share at this time.
- d) **Office (dates of school events, state reports, accreditation)** – I contacted USOE about Lakeview's accreditation visit for this year. It will be the first week of April. I also contacted our schools advisor, John Childs. He will be coming to meet with me and our accreditation team in August. His role is to better prepare us for our visit. I have worked with him before and his guidance will be greatly appreciated. I also registered our team for USOE accreditation training which occurs in the fall.

All state reporting (K-3 reading grant, Clearing House, RICEP, etc.) have been completed on time.

Our back to school night is being coordinated and information will be sent out to families on those details. It will be on August 15<sup>th</sup> as previously discussed (calendar approval pending).

- e) **Staff updates** – Mark Johnson completed much of the hiring during his interim. We have posted at this time a part-time special education teacher to help fill the needs in that program and support Ms. Hintze. This will allow Ms. Hintze to focus on supporting our general education program K-5 and compliance of overall Special Education program.

### **3. Toot your Horn!**

- a) We have made a connection with Westlake High School and will be working with them to better serve the needs of our community and students. We will be working closely with them to ensure greater transition of our students into 10<sup>th</sup> grade. We will also be considering the use of their facility for our emergency plan.
- b) As I have reviewed the School Improvement plan, we are making great strides towards full implementation. Nearly all goals of this plan will be reading for the 11-12 year.
- c) Orientation week will be an incredible professional development week for our teachers. We will be providing training in math instruction, use of technology, guided reading, love and logic, writing across curriculum, and more. This training will be in compliance with the school improvement plan and follow-up trainings will give us greater opportunity for success.



Elementary 2006-20110 DIBLES		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
K	2006-2007	1%	27%	72%	4%	14%	82%	10%	7%	83%
	2007-2008	3%	22%	75%	8%	25%	67%	11%	16%	73%
	2008-2009	10%	35%	55%	8%	20%	72%	16%	9%	75%
	2009-2010	10%	38%	52%	9%	17%	74%	11%	8%	81%
	2010-2011	3%	36%	61%	4%	14%	82%	5%	9%	86%
1st	2006-2007	2%	10%	88%	8%	26%	67%	11%	20%	69%
	2007-2008	8%	17%	74%	8%	20%	72%	3%	20%	77%
	2008-2009	10%	20%	70%	7%	17%	76%	9%	12%	79%
	2009-2010	12%	13%	75%	9%	16%	75%	14%	11%	75%
	2010-2011	6%	26%	68%	12%	38%	50%	22%	16%	62%
2nd	2006-2007	11%	19%	70%	15%	13%	72%	15%	31%	67%
	2007-2008	16%	22%	70%	13%	15%	72%	19%	10%	71%
	2008-2009	15%	20%	65%	12%	11%	77%	10%	9%	81%
	2009-2010	12%	22%	66%	7%	13%	80%	11%	8%	81%
	2010-2011	21%	16%	63%	22%	3%	75%	17%	6%	77%
3rd	2006-2007	7%	21%	72%	10%	23%	67%	11%	32%	57%
	2007-2008	19%	25%	57%	20%	17%	63%	15%	26%	59%
	2008-2009	13%	24%	63%	13%	12%	75%	8%	20%	72%
	2009-2010	14%	18%	68%	10%	20%	70%	12%	23%	65%
	2010-2011	10%	15%	75%				7%	7%	86%
4th	2006-2007	22%	16%	62%	12%	20%	67%	16%	24%	60%
	2007-2008	16%	17%	67%	12%	17%	71%	15%	20%	65%
	2008-2009	31%	12%	57%	15%	19% 66%	66%	20%	8% 73%	72%
	2009-2010	20%	19%	61%	10%	13%	77%	19%	8%	73%
	2010-2011	17%	25%	59%	13%	14%	72%	13%	23%	65%
5th	2006-2007	15%	26%	58%	13%	25%	57%	32%	21%	46%
	2007-2008	16%	21%	66%	18%	14%	68%	16%	18%	66%
	2008-2009	19%	16%	65%	15%	13%	72%	13%	10%	77%
	2009-2010	26%	9%	66%	21%	1%	78%	20%	5%	75%
	2010-2011	12%	20%	68%	11%	11%	78%	14%	11%	76%
6th	2006-2007	12%	16%	73%	22%	21%	57%	33%	22%	45%
	2007-2008	14%	17%	69%	31%	12%	57%	35%	22%	43%
	2008-2009	10%	16%	74%	11%	14%	75%	14%	13%	73%
	2009-2010	12%	11%	77%	13%	14%	73%	15%	16%	70%
	2010-2011	13%	11%	76%	19%	10%	71%	21%	15%	64%

Total Elementary		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
K-6	2007-2008							15%	19%	66%
K-6	2008-2009	15%	21%	64%	12%	15%	73%	13%	12%	76%
K-6	2009-2010	14%	19%	67%	11%	14%	75%	14%	11%	75%
K-6	2010-2011	12%	21%	67%	12%	13%	75%	14%	12%	74%

### Lakeview Academy 4-Year Middle School Oral Reading Fluency Benchmark

Middle School		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
7th	2010-2011									
8th	2010-2011									
9th	2010-2011									

Total Middle School		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
7-9th	2010-2011							15%	19%	66%

Total Schoolwide		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
K-9th	2010-2011									



# Lakeview Academy 4-Year Middle School Language Arts Benchmark Assessment

Middle School		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
7th	2010-2011									
8th	2010-2011									
9th	2010-2011									

Total Middle School		Beginning Benchmark			Middle Benchmark			End Benchmark		
		Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark	Intensive	Strategic	Benchmark
7-9th	2010-2011							15%	19%	66%

Lakeview Academy Math Benchmark 2006-2011

Math Scores 2006-2010		Beginning Benchmark				Middle Benchmark				End Benchmark			
		Intensive	Strategic	Benchmark	Above Bench	Intensive	Somewhat Intensive	Benchmark	Above Benchmark	Intensive	Somewhat Intensive	Benchmark	Above Benchmark
K	2006-2007	0%	12%	89%	0%	0%	39%	82%	0%	0%	6%	94%	
	2007-2008	9%	23%	56%	12%	9%	31%	45%	15%	3%	5%	45%	47%
	2008-2009	8%	24%	53%	15%	7%	13%	26%	54%	5%	12%	32%	51%
	2009-2010	8%	13%	71%	8%	4%	5%	65%	26%	0%	4%	51%	45%
	2010-2011	94%	5%	1%	0%	27%	24%	26%	23%	0%	4%	21%	75%
1st	2006-2007	5%	5%	90%	0%	4%	16%	80%	0%	4%	17%	82%	
	2007-2008	14%	26%	56%	4%	2%	14%	59%	25%	0%	6%	50%	44%
	2008-2009	12%	11%	43%	34%	8%	16%	33%	43%	5%	4%	33%	58%
	2009-2010	20%	8%	44%	28%	11%	17%	27%	45%	9%	3%	35%	53%
	2010-2011	33%	9%	18%	40%	12%	16%	44%	26%	0%	15%	41%	44%
2nd	2006-2007	0%	11%	89%	0%		UTIPS Testing			12%	52%	36%	
	2007-2008	15%	26%	42%	17%	9%	13%	37%	41%	4%	10%	36%	50%
	2008-2009	25%	16%	47%	12%	4%	10%	36%	50%	5%	14%	20%	61%
	2009-2010	14%	38%	36%	12%	0%	11%	25%	64%	3%	12%	49%	36%
	2010-2011	23%	35%	28%	14%	2%	14%	28%	56%	5%	18%	48%	29%
3rd	2006-2007	41%	41%	19%	0%	11%	25%	64%	0%	23%	23%	54%	
	2007-2008	48%	33%	16%	3%	9%	18%	19%	55%	2%	13%	26%	59%
	2008-2009	39%	27%	33%	1%	1%	11%	25%	63%	6%	3%	21%	70%
	2009-2010	28%	22%	18%	32%	7%	10%	21%	62%	3%	4%	34%	59%
	2010-2011	22%	21%	33%	24%	5%	5%	38%	50%	15%	21%	30%	34%
4th	2006-2007	20%	36%	44%	0%	23%	34%	43%	0%	29%	47%	24%	
	2007-2008	20%	25%	25%	27%	23%	15%	29%	33%	9%	9%	23%	59%

	2008-2009	38%	15%	21%	26%	12%	12%	32%	44%	7%	4%	41%	48%
	2009-2010	51%	17%	20%	12%	17%	18%	26%	39%	6%	11%	23%	61%
	2010-2011	44%	20%	18%	18%	11%	11%	23%	55%	0%	9%	14%	77%
5th	2006-2007	38%	27%	0%	0%	36%	45%	19%	0%	42%	47%	11%	
	2007-2008	34%	0%	24%	42%	33%	12%	16%	38%	18%	15%	22%	45%
	2008-2009	10%	33%	23%	34%	10%	24%	35%	31%	9%	16%	26%	49%
	2009-2010	41%	24%	20%	14%	19%	10%	27%	44%	8%	6%	32%	54%
	2010-2011	50%	22%	18%	10%	26%	13%	23%	39%	14%	11%	11%	64%
6th	2006-2007	33%	27%	40%	0%		UTIPS Testing			78%	16%	6%	
	2007-2008	15%	16%	37%	32%	42%	17%	19%	22%	40%	10%	22%	28%
	2008-2009	38%	16%	21%	25%	33%	5%	16%	46%	27%	5%	20%	48%
	2009-2010	57%	11%	15%	17%	16%	20%	24%	40%	19%	15%	19%	47%
	2010-2011	33%	20%	32%	15%	15%	9%	29%	47%	10%	11%	18%	61%

Total Elementary		Beginning Benchmark				Middle Benchmark				End Benchmark			
		Intensive	Strategic	Benchmark	A. Bench	Intensive	Strategic	Benchmark	A. Bench	Intensive	Strategic	Benchmark	A. Bench
K-6th	2007-2008									10%	9%	33%	48%
K-6th	2008-2009	23%	20%	36%	21%	9%	11%	30%	50%	9%	9%	27%	55%
K-6th	2009-2010	30%	20%	34%	18%	10%	13%	30%	47%	7%	8%	35%	50%

## June Board Report

Tina Smith

The last month has been filled with great excitement as I have worked with members of the board and our new Director - Rick Veasey in getting things ready for the upcoming school year. Here is a brief description of what I have been doing:

- 1) Working with Charter Solutions, our attorney Joel Wright and M SPACE to negotiate the lease agreement for our portable classrooms.
- 2) Held several meetings with the construction committee on the various stages and aspects of the portable classroom project.
- 3) Attended the State Charter School Conference on June 15th and 16th
- 4) Worked with our business manager and board treasurer on financial items
- 5) Facilitated a special work session between the transitional administration, the new director and the board.
- 6) Have had several meetings with our new director regarding various school items
- 7) Working with various members of the board on strategic planning - specifically filling the open board position
- 8) Fielded many questions from parents and teachers regarding transitional items
- 9) Meet with Chris Bleak regarding additional networking opportunities for the board members in regards to the charter school movement.

As I interact with members of the Lakeview team, I am ever more thrilled to be part of something so incredible! There is a great sense of enthusiasm for the charter, differentiated instruction and helping each individual child grow. They are why we dedicated so much of our time and effort. I am so honored to be serving with you all in this capacity. Please let me know how I can better meet your needs at the school.

Sincerely,  
*Tina Smith*  
*Board President*

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Joylin Lincoln

I have been very busy this month. (What month am I not busy?) Some of the things I have worked on and accomplished are as follows:

1. Served on the building committee.
2. Worked on negotiations of the final contract with M Space.
3. Updated minutes and files.

4. Trained Zarada on taking minutes at a board meeting.
5. Presented at the Utah Charter Conference on the Utah state code.
6. Attended the Utah Charter Conference.
7. Filled in for Tina Smith when she was out of town.
8. Put together the Agenda Packet.
9. Researched how technology can enhance the Board Agenda Packet.
10. Attended various end of the school year performances.



Account ID	Actual	Current Month Actual	Annual Budget	Year to Date Actual	Year to Date Variance	Percentage Used/Recieved
Revenues						
			\$	\$		
01.130A	Student Fees	0.00	4,054.77	4,159.77	105.00	102.59
01.310	Income - Background Checks	0.00	1,600.00	1,760.00	160.00	110.00
01.500	Income- Interest Income	109.69	1,210.63	1,071.11	(139.52)	88.48
01.610	Lunch Fee - Students	8,534.75	74,333.98	75,885.69	1,551.71	102.09
01.610D	Income - Drama	0.00	30.00	30.00	0.00	100.00
01.900	Income	0.00	0.00	670.00	670.00	0.00
01.900B	Fundraising	1,481.95	30,000.00	32,780.69	2,780.69	109.27
01.900M	Income--Student Government MS	0.00	1,000.00	1,014.96	14.96	101.50
01.900O	Student Government - Orphanage	19.50	84.86	83.25	(1.61)	98.10
01.920	Income- Corporate Donation	0.00	857.14	500.00	(357.14)	58.33
01.920B	Income- Cash Donation	0.00	85.71	50.00	(35.71)	58.34
	<b>Local Revenue Subtotals</b>	<b>10,145.89</b>	<b>113,257.09</b>	<b>118,005.47</b>	<b>4,748.38</b>	
03.010	Income-K-12 WPU	135,771.00	1,660,379.00	1,379,487.00	(280,892.00)	83.08
03.020	Income--Professional Staff	6,641.00	79,699.00	66,416.00	(13,283.00)	83.33
03.105	Income--Special Ed Add-on	14,447.00	183,926.00	155,031.00	(28,895.00)	84.29
03.110	Income--SPED Self-Contained	0.00	0.00	72.00	72.00	0.00
03.155	Career And Tech Add On	382.00	4,605.00	3,070.00	(1,535.00)	66.67
03.211	Income--Accelerated Learning	188.00	2,255.00	2,423.00	168.00	107.45
03.215	Income--At-Risk Student Progra	508.00	6,105.00	5,088.00	(1,017.00)	83.34
03.218	Income - Homeless & Minority	0.00	397.00	397.00	0.00	100.00
03.230	Income--Class Size Reduction	13,332.00	159,988.00	133,323.00	(26,665.00)	83.33
03.270	Income--Interventions for Stud	1,072.00	12,868.00	13,847.00	979.00	107.61
03.405	Income--Soc Security & Retirem	0.00	0.00	770.00	770.00	0.00
03.410	Flexible Allocation	5,684.00	236,311.00	170,631.00	(65,680.00)	72.21
03.520	Income--LAND Trust	0.00	25,809.00	29,407.00	3,598.00	113.94
03.719	Income--Charter Local Replacem	93,984.00	1,143,288.00	955,319.00	(187,969.00)	83.56
03.770	State Liquor Control Tax	2,709.00	9,217.09	9,546.00	328.91	103.57
03.799	Income - Summative Testing	148.00	0.00	1,185.00	1,185.00	0.00
03.805	Income--Reading Achievement	2,021.00	26,769.00	27,571.00	802.00	103.00
03.810	Income--Library Books and Supp	43.00	514.00	429.00	(85.00)	83.46

03.842	Income--Administrative Costs	5,693.00	71,100.00	59,715.00	(11,385.00)	83.99
03.868	Income--Teachers Mat. & Supp.	0.00	6,341.00	6,341.00	0.00	100.00
03.876	Income - Educator Salary Adjus	15,712.00	195,973.00	161,457.00	(34,516.00)	82.39
03.878	Extended Year Educators	0.00	1,299.00	0.00	(1,299.00)	0.00
03.990	Income--U-PASS	0.00	1,777.00	296.00	(1,481.00)	16.66
<b>State Revenue Subtotal</b>		<b>298,335.00</b>	<b>3,828,620.09</b>	<b>3,181,821.00</b>	<b>(646,799.09)</b>	
04.524	Federal IDEA Flow Through	63,182.00	156,000.00	47,240.34	(108,759.66)	30.28
04.524A	Federal IDEA Discretionary	0.00	111,897.00	0.00	(111,897.00)	0.00
04.571	Lunch--Federal Reimbursement	1,638.00	11,309.14	11,136.00	(173.14)	98.47
04.572	Federal National School Progra	5,935.00	42,200.57	40,892.00	(1,308.57)	96.90
04.574	Federal Breakfast Program	1,222.00	10,001.14	9,230.00	(771.14)	92.29
04.661	Edu Jobs	0.00	65,000.00	0.00	(65,000.00)	0.00
04.664	IDEA ARRA	0.00	0.00	(24,895.70)	(24,895.70)	0.00
04.860	Title IIA - Teacher Quality	0.00	17,604.00	0.00	(17,604.00)	0.00
Unknown	Extended Year Special Educator	0.00	0.00	1,299.00	1,299.00	0.00
<b>Federal Revenue Totals</b>		<b>71,977.00</b>	<b>414,011.85</b>	<b>84,901.64</b>	<b>(329,110.21)</b>	
<b>Total Revenues</b>		<b>380,457.89</b>	<b>4,355,889.03</b>	<b>3,384,728.11</b>	<b>(971,160.92)</b>	77.70
Expenses						
115.20	Merit Pay- Admin Expense	0.00	10,000.00	1,500.00	(8,500.00)	15.00
115.22	Wages- Instructional Support	21,061.49	119,273.18	98,466.35	(20,806.83)	82.56
115.23	Wages Directors	22,183.34	132,044.91	106,361.57	(25,683.34)	80.55
131.10	Wages- Teachers CACTUS	198,581.13	1,299,760.97	895,473.41	(404,287.56)	68.90
131A.10	Wages - Special Education	19,980.77	122,208.42	98,791.38	(23,417.04)	80.84
131B.10	Merit Pay- Teacher Expense	0.00	35,161.00	35,161.00	0.00	100.00
132.10	Wages- Substitute Teacher	7,848.55	34,710.48	26,819.30	(7,891.18)	77.27
152.24	Wages - Office Support	11,419.06	71,804.61	57,363.05	(14,441.56)	79.89
161.10	Wages- Teachers' Aides	46,227.12	262,488.86	208,177.13	(54,311.73)	79.31
182.26	Wages- Maintenance	13,870.77	88,117.13	70,089.70	(18,027.43)	79.54
191.31	Wages--School Lunch	10,306.21	54,572.86	46,913.64	(7,659.22)	85.97
<b>Salaries Subtotal</b>		<b>351,478.44</b>	<b>2,230,142.42</b>	<b>1,645,116.53</b>	<b>(585,025.89)</b>	



220.00	Social Security & Medicare Tax	25,679.96	162,921.14	116,734.35	(46,186.79)	71.65
230.00	Retirement & Mgt. Expense	(3,645.80)	70,065.57	21,570.36	(48,495.21)	30.79
240.00	Employee Benefits Expense	23,608.23	264,818.11	221,658.37	(43,159.74)	83.70
270.00	Worker's Compensation Insuranc	1,494.38	15,050.10	12,061.40	(2,988.70)	80.14
280.00	Unemployment Insurance	1,678.43	2,911.04	4,753.79	1,842.75	163.30
	<b>Employee Benefits Subtotal</b>	<b>48,815.20</b>	<b>515,765.96</b>	<b>376,778.27</b>	<b>(138,987.69)</b>	
300.10	Special Education Services	9,396.75	62,701.22	68,612.78	5,911.56	109.43
300.20	Outside Services- Prof. & Tech	585.00	14,587.29	11,267.46	(3,319.83)	77.24
310.23	Business Services	22,325.00	120,000.00	93,400.00	(26,600.00)	77.83
330.20	Prof. Dev.- Other	675.00	0.00	675.00	675.00	0.00
330E.10	Professional Development EM	0.00	14,890.70	15,096.08	205.38	101.38
330M.10	Professional Development - MS	0.00	302.57	281.50	(21.07)	93.04
340.23	Bank Fees	65.00	(2,452.20)	(261.27)	2,190.93	10.65
341.23	Accounting Services	0.00	21,514.29	12,550.00	(8,964.29)	58.33
	<b>Professional &amp; Technical Subtotal</b>	<b>33,046.75</b>	<b>231,543.87</b>	<b>201,621.55</b>	<b>(29,922.32)</b>	
400.26	Security Expense	712.00	2,502.09	2,276.55	(225.54)	90.99
400.45	Building Improvements	0.00	35,980.41	5,980.41	(30,000.00)	16.62
412.26	Garbage Expense	558.16	6,860.90	5,279.56	(1,581.34)	76.95
430.26	Property Repairs & Maint.	0.00	22,794.56	17,794.56	(5,000.00)	78.06
433.26	Property Services	0.00	6,368.05	1,900.55	(4,467.50)	29.85
442.26	Storage Expense	0.00	0.00	709.00	709.00	0.00
	<b>Purchased Property Services Subtotal</b>	<b>1,270.16</b>	<b>74,506.01</b>	<b>33,940.63</b>	<b>(40,565.38)</b>	
500A.23	HR--Payroll Processing	527.35	0.00	2,493.55	2,493.55	0.00
500B.23	Copier Maintenance Expense	0.00	5,519.41	2,165.65	(3,353.76)	39.24
520.26	Equipment Repairs	0.00	2,106.18	1,536.74	(569.44)	72.96
521.26	Insurance Expense	0.00	21,512.00	21,512.00	0.00	100.00
531.23	Telephone- Voice	425.74	4,963.15	4,171.80	(791.35)	84.06
531B.23	Internet Expense	0.00	5,648.00	972.00	(4,676.00)	17.21
532.23	Postage & Mailing Expense	132.00	2,332.39	2,014.60	(317.79)	86.37
540.22	HR-Recruitment	0.00	142.77	83.28	(59.49)	58.33
540.23	Advertising & Promotions	0.00	2,083.92	1,215.62	(868.30)	58.33

580.00	Travel & Lodging Expense	0.00	0.00	15.81	15.81	0.00
581.00	Mileage	20.24	1,511.31	951.03	(560.28)	62.93
594.10	Field Trips Expense	910.00	4,500.00	6,726.97	2,226.97	149.49
	<b>Other Purchased Services Subtotal</b>	<b>2,015.33</b>	<b>50,319.13</b>	<b>43,859.05</b>	<b>(6,460.08)</b>	
600.21	Extra Curricular	12.00	10,116.48	2,965.38	(7,151.10)	29.31
600.24	Supplies-Medical/First Aid	0.00	2,555.45	2,871.04	315.59	112.35
600A.21	Student Government Middle Scho	0.00	559.66	326.47	(233.19)	58.33
600E.20	Supplies - Administration - EM	0.00	2,427.22	1,675.71	(751.51)	69.04
600M.20	Supplies Administration MS	0.00	168.60	160.33	(8.27)	95.09
610.00	Supplies- Copier & Printer	531.24	9,357.41	7,556.46	(1,800.95)	80.75
610.10	Supplies- Classroom	506.81	25,649.99	24,276.55	(1,373.44)	94.65
610.20	Supplies Administration - Othe	391.43	541.56	913.36	371.80	168.65
610.26	Supplies- Custodial Supplies	0.00	27,727.67	26,985.31	(742.36)	97.32
610A.10	Testing & Testing Materials	618.00	3,373.69	1,991.69	(1,382.00)	59.04
610B.10	Supplies--Teacher Class Funds	331.79	5,959.23	2,763.74	(3,195.49)	46.38
610C.10	Supplies-Physical Education	0.00	5,926.79	926.79	(5,000.00)	15.64
610D.10	Supplies-Special Education	0.00	4,714.86	4,340.54	(374.32)	92.06
610E.10	Elementary Enhancement	0.00	7,769.20	4,372.52	(3,396.68)	56.28
610M.10	Middle School Enhancement	0.00	1,391.28	1,074.73	(316.55)	77.25
620.26	Utilities Expense	4,457.19	57,345.58	49,434.31	(7,911.27)	86.20
630.31	Lunch Program--Food	4,924.48	66,014.67	68,080.44	2,065.77	103.13
641.10	Curriculum & Materials	8.39	51,117.63	28,730.24	(22,387.39)	56.20
641A.10	Curriculum--Special Education	0.00	425.81	248.39	(177.42)	58.33
644.22	Library Books & Supplies	230.83	5,894.69	9,048.04	3,153.35	153.49
650.00	Computer Supplies & Peripheral	0.00	7,067.77	8,489.44	1,421.67	120.11
650.31	Lunch Program--Non Food	0.00	646.29	937.00	290.71	144.98
680.26	Maintenance Equipment	253.50	9,792.27	8,070.03	(1,722.24)	82.41
	<b>Supplies &amp; Materials Subtotal</b>	<b>12,265.66</b>	<b>306,543.80</b>	<b>256,238.51</b>	<b>(50,305.29)</b>	
700.00	Computer Hardware	0.00	31,790.20	29,290.20	(2,500.00)	92.14
700.45	Land & Buildings	0.00	169.71	99.00	(70.71)	58.33
700A.00	Small Equipment Expense	56.25	64,217.35	15,252.71	(48,964.64)	23.75
700B.00	Furniture Expense	0.00	7,996.18	8,333.18	337.00	104.21
730.26	Property- Equipment Expense	189.60	0.00	189.60	189.60	0.00

<b>Property Subtotal</b>		<b>245.85</b>	<b>104,173.44</b>	<b>53,164.69</b>	<b>(51,008.75)</b>	
800.00	Other Expense	0.00	511.13	512.02	0.89	100.17
800.21	Student Motivation Expense	0.00	219.48	190.54	(28.94)	86.81
800.22	Employee Motivation Expense	335.46	544.59	992.57	447.98	182.26
800A.22	Professional Dev. Meals	0.00	1,036.29	1,346.88	310.59	129.97
810.23	Dues & Subscriptions	0.00	9,006.07	5,253.54	(3,752.53)	58.33
830A.51	Debt Service Interest Series A	0.00	520,000.00	260,598.13	(259,401.87)	50.12
840A.45	Debt Service Princpal Series A	0.00	135,000.00	135,000.00	0.00	100.00
890.24	Fundraising Expense	248.00	12,786.70	7,706.91	(5,079.79)	60.27
<b>Other Expense Subtotal</b>		<b>583.46</b>	<b>679,104.26</b>	<b>411,600.59</b>	<b>(267,503.67)</b>	
<b>Total Expenses</b>		<b>449,720.85</b>	<b>4,192,098.89</b>	<b>3,022,319.82</b>	<b>(1,169,779.07)</b>	72.10
<b>Net Income</b>		<b>(69,262.96)</b>	<b>\$ 163,790.14</b>	<b>\$ 362,408.29</b>	<b>198,618.15</b>	221.26

Lakeview Academy  
Monthly Report  
Compared with Budget  
For the Eleven Months Ending May 31, 2011

Account ID	Actual	Current Month Actual	Annual Budget	Year to Date Actual	Year to Date Variance	Percentage Used/Recieved
Revenues						
01.130A	Student Fees	0.00	\$ 4,054.77	\$ 4,159.77	105.00	102.59
01.310	Income - Background Checks	120.00	1,600.00	1,880.00	280.00	117.50
01.500	Income- Interest Income	121.09	1,210.63	1,192.20	(18.43)	98.48
01.610	Lunch Fee - Students	8,092.34	74,333.98	83,978.03	9,644.05	112.97
01.610D	Income - Drama	0.00	30.00	30.00	0.00	100.00
01.900	Income	0.00	0.00	670.00	670.00	0.00
01.900B	Fundraising	4,049.80	30,000.00	36,830.49	6,830.49	122.77
01.900M	Income--Student Government MS	0.00	1,000.00	1,014.96	14.96	101.50
01.900O	Student Government - Orphanage	15.00	84.86	98.25	13.39	115.78
01.920	Income- Corporate Donation	0.00	857.14	500.00	(357.14)	58.33
01.920B	Income- Cash Donation	0.00	85.71	50.00	(35.71)	58.34
	<b>Local Revenue Subtotals</b>	<b>12,398.23</b>	<b>113,257.09</b>	<b>130,403.70</b>	<b>17,146.61</b>	
03.010	Income-K-12 WPU	135,771.00	1,660,379.00	1,515,258.00	(145,121.00)	91.26
03.020	Income--Professional Staff	6,642.00	79,699.00	73,058.00	(6,641.00)	91.67
03.105	Income--Special Ed Add-on	14,448.00	183,926.00	169,479.00	(14,447.00)	92.15
03.110	Income--SPED Self-Contained	0.00	0.00	72.00	72.00	0.00
03.155	Career And Tech Add On	383.00	4,605.00	3,453.00	(1,152.00)	74.98
03.211	Income--Accelerated Learning	190.00	2,255.00	2,613.00	358.00	115.88
03.215	Income--At-Risk Student Progra	509.00	6,105.00	5,597.00	(508.00)	91.68
03.218	Income - Homeless & Minority	0.00	397.00	397.00	0.00	100.00
03.230	Income--Class Size Reduction	13,333.00	159,988.00	146,656.00	(13,332.00)	91.67
03.270	Income--Interventions for Stud	1,091.00	12,868.00	14,938.00	2,070.00	116.09
03.405	Income--Soc Security & Retirem	0.00	0.00	770.00	770.00	0.00
03.410	Flexible Allocation	5,684.00	236,311.00	176,315.00	(59,996.00)	74.61

03.520	Income--LAND Trust	0.00	25,809.00	29,407.00	3,598.00	113.94
03.719	Income--Charter Local Replacem	93,985.00	1,143,288.00	1,049,304.00	(93,984.00)	91.78
03.770	State Liquor Control Tax	0.00	9,217.09	9,546.00	328.91	103.57
03.799	Income - Summative Testing	148.00	0.00	1,333.00	1,333.00	0.00
03.805	Income--Reading Achievement	2,021.00	26,769.00	29,592.00	2,823.00	110.55
03.810	Income--Library Books and Supp	263.00	514.00	692.00	178.00	134.63
03.842	Income--Administrative Costs	5,693.00	71,100.00	65,408.00	(5,692.00)	91.99
03.868	Income--Teachers Mat. & Supp.	0.00	6,341.00	6,341.00	0.00	100.00
03.876	Income - Educator Salary Adjus	15,712.00	195,973.00	177,169.00	(18,804.00)	90.40
03.878	Extended Year Educators	0.00	1,299.00	0.00	(1,299.00)	0.00
03.990	Income--U-PASS	0.00	1,777.00	296.00	(1,481.00)	16.66
	<b>State Revenue Subtotal</b>	<b>295,873.00</b>	<b>3,828,620.09</b>	<b>3,477,694.00</b>	<b>(350,926.09)</b>	
04.524	Federal IDEA Flow Through	0.00	156,000.00	47,240.34	(108,759.66)	30.28
04.524A	Federal IDEA Discretionary	0.00	111,897.00	0.00	(111,897.00)	0.00
04.571	Lunch--Federal Reimbursement	0.00	11,309.14	11,136.00	(173.14)	98.47
04.572	Federal National School Progra	0.00	42,200.57	40,892.00	(1,308.57)	96.90
04.574	Federal Breakfast Program	0.00	10,001.14	9,230.00	(771.14)	92.29
04.661	Edu Jobs	0.00	65,000.00	0.00	(65,000.00)	0.00
04.664	IDEA ARRA	0.00	0.00	(24,895.70)	(24,895.70)	0.00
04.860	Title IIA - Teacher Quality	0.00	17,604.00	0.00	(17,604.00)	0.00
Unknown	Extended Year Special Educator	0.00	0.00	1,299.00	1,299.00	0.00
	<b>Federal Revenues Subtotals</b>	<b>0.00</b>	<b>414,011.85</b>	<b>84,901.64</b>	<b>(329,110.21)</b>	
	<b>Total Revenues</b>	<b>308,271.23</b>	<b>4,355,889.03</b>	<b>3,692,999.34</b>	<b>(662,889.69)</b>	<b>84.78</b>
Expenses						
115.20	Merit Pay- Admin Expense	0.00	10,000.00	1,500.00	(8,500.00)	15.00
115.22	Wages- Instructional Support	350.00	119,273.18	98,816.35	(20,456.83)	82.85
115.23	Wages Directors	350.00	132,044.91	106,711.57	(25,333.34)	80.81
131.10	Wages- Teachers CACTUS	2,100.00	1,299,760.97	897,573.41	(402,187.56)	69.06
131A.10	Wages - Special Education	0.00	122,208.42	98,791.38	(23,417.04)	80.84
131B.10	Merit Pay- Teacher Expense	0.00	35,161.00	35,161.00	0.00	100.00
132.10	Wages- Substitute Teacher	229.33	34,710.48	27,048.63	(7,661.85)	77.93

152.24	Wages - Office Support	0.00	71,804.61	57,363.05	(14,441.56)	79.89
161.10	Wages- Teachers' Aides	0.00	262,488.86	208,177.13	(54,311.73)	79.31
182.26	Wages- Maintenance	0.00	88,117.13	70,089.70	(18,027.43)	79.54
191.31	Wages--School Lunch	0.00	54,572.86	46,913.64	(7,659.22)	85.97
	<b>Salaries Subtotal</b>	<b>3,029.33</b>	<b>2,230,142.42</b>	<b>1,648,145.86</b>	<b>(581,996.56)</b>	
220.00	Social Security & Medicare Tax	214.20	162,921.14	116,948.55	(45,972.59)	71.78
230.00	Retirement & Mgt. Expense	21,787.56	70,065.57	43,357.92	(26,707.65)	61.88
240.00	Employee Benefits Expense	39,438.80	264,818.11	261,097.17	(3,720.94)	98.59
270.00	Worker's Compensation Insuranc	0.00	15,050.10	12,061.40	(2,988.70)	80.14
280.00	Unemployment Insurance	0.00	2,911.04	4,753.79	1,842.75	163.30
	<b>Employee Benefits Subtotal</b>	<b>61,440.56</b>	<b>515,765.96</b>	<b>438,218.83</b>	<b>(77,547.13)</b>	
300.10	Special Education Services	16,995.61	62,701.22	85,608.39	22,907.17	136.53
300.20	Outside Services- Prof. & Tech	0.00	14,587.29	11,267.46	(3,319.83)	77.24
310.23	Business Services	45,465.00	120,000.00	138,865.00	18,865.00	115.72
330.20	Prof. Dev.- Other	0.00	0.00	675.00	675.00	0.00
330E.10	Professional Development EM	241.02	14,890.70	15,337.10	446.40	103.00
330M.10	Professional Development - MS	100.00	302.57	381.50	78.93	126.09
340.23	Bank Fees	265.88	(2,452.20)	4.61	2,456.81	(0.19)
341.23	Accounting Services	0.00	21,514.29	12,550.00	(8,964.29)	58.33
	<b>Professional &amp; Technical Subtotal</b>	<b>63,067.51</b>	<b>231,543.87</b>	<b>264,689.06</b>	<b>33,145.19</b>	
400.26	Security Expense	105.00	2,502.09	2,381.55	(120.54)	95.18
400.45	Building Improvements	0.00	35,980.41	5,980.41	(30,000.00)	16.62
412.26	Garbage Expense	562.24	6,860.90	5,841.80	(1,019.10)	85.15
430.26	Property Repairs & Maint.	0.00	22,794.56	17,794.56	(5,000.00)	78.06
433.26	Property Services	113.75	6,368.05	2,785.24	(3,582.81)	43.74
442.26	Storage Expense	0.00	0.00	709.00	709.00	0.00
	<b>Purchased Property Services Subtotal</b>	<b>780.99</b>	<b>74,506.01</b>	<b>35,492.56</b>	<b>(39,013.45)</b>	
500A.23	HR--Payroll Processing	14.00	0.00	2,507.55	2,507.55	0.00
500B.23	Copier Maintenance Expense	0.00	5,519.41	2,165.65	(3,353.76)	39.24
520.26	Equipment Repairs	0.00	2,106.18	1,536.74	(569.44)	72.96

521.26	Insurance Expense	0.00	21,512.00	21,512.00	0.00	100.00
531.23	Telephone- Voice	515.39	4,963.15	4,687.19	(275.96)	94.44
531B.23	Internet Expense	1,499.00	5,648.00	2,795.00	(2,853.00)	49.49
532.23	Postage & Mailing Expense	(18.48)	2,332.39	1,996.12	(336.27)	85.58
540.22	HR-Recruitment	0.00	142.77	83.28	(59.49)	58.33
540.23	Advertising & Promotions	0.00	2,083.92	1,215.62	(868.30)	58.33
580.00	Travel & Lodging Expense	242.93	0.00	258.74	258.74	0.00
581.00	Mileage	24.94	1,511.31	975.97	(535.34)	64.58
594.10	Field Trips Expense	4,162.50	4,500.00	10,889.47	6,389.47	241.99
	<b>Other Purchased Services Subtotal</b>	<b>6,440.28</b>	<b>50,319.13</b>	<b>50,623.33</b>	<b>304.20</b>	
600.21	Extra Curricular	9,090.60	10,116.48	12,055.98	1,939.50	119.17
600.24	Supplies-Medical/First Aid	0.00	2,555.45	2,871.04	315.59	112.35
600A.21	Student Government Middle Scho	0.00	559.66	326.47	(233.19)	58.33
600E.20	Supplies - Administration - EM	0.00	2,427.22	1,675.71	(751.51)	69.04
600M.20	Supplies Administration MS	0.00	168.60	160.33	(8.27)	95.09
610.00	Supplies- Copier & Printer	457.58	9,357.41	8,014.04	(1,343.37)	85.64
610.10	Supplies- Classroom	674.05	25,649.99	24,950.60	(699.39)	97.27
610.20	Supplies Administration - Othe	103.12	541.56	1,016.48	474.92	187.69
610.26	Supplies- Custodial Supplies	0.00	27,727.67	26,985.31	(742.36)	97.32
610A.10	Testing & Testing Materials	0.00	3,373.69	1,991.69	(1,382.00)	59.04
610B.10	Supplies--Teacher Class Funds	743.40	5,959.23	3,490.39	(2,468.84)	58.57
610C.10	Supplies-Physical Education	120.00	5,926.79	1,046.79	(4,880.00)	17.66
610D.10	Supplies-Special Education	1,060.00	4,714.86	5,400.54	685.68	114.54
610E.10	Elementary Enhancement	490.35	7,769.20	4,862.87	(2,906.33)	62.59
610M.10	Middle School Enhancement	334.61	1,391.28	1,409.34	18.06	101.30
620.26	Utilities Expense	4,406.03	57,345.58	53,840.34	(3,505.24)	93.89
630.31	Lunch Program--Food	7,208.75	66,014.67	75,289.19	9,274.52	114.05
641.10	Curriculum & Materials	1,977.11	51,117.63	31,154.90	(19,962.73)	60.95
641A.10	Curriculum--Special Education	5,930.34	425.81	6,178.73	5,752.92	1,451.05
644.22	Library Books & Supplies	168.15	5,894.69	9,026.80	3,132.11	153.13
650.00	Computer Supplies & Peripheral	13,683.40	7,067.77	23,810.27	16,742.50	336.89
650.31	Lunch Program--Non Food	561.90	646.29	1,498.90	852.61	231.92
680.26	Maintenance Equipment	307.96	9,792.27	8,377.99	(1,414.28)	85.56
	<b>Supplies &amp; Materials Subtotals</b>	<b>47,317.35</b>	<b>306,543.80</b>	<b>305,434.70</b>	<b>(1,109.10)</b>	

700.00	Computer Hardware	1,339.32	31,790.20	31,910.77	120.57	100.38
700.45	Land & Buildings	0.00	169.71	99.00	(70.71)	58.33
700A.00	Small Equipment Expense	6.50	64,217.35	15,259.21	(48,958.14)	23.76
700B.00	Furniture Expense	0.00	7,996.18	8,333.18	337.00	104.21
730.26	Property- Equipment Expense	0.00	0.00	189.60	189.60	0.00
	<b>Property Subtotals</b>	<b>1,345.82</b>	<b>104,173.44</b>	<b>55,791.76</b>	<b>(48,381.68)</b>	
800.00	Other Expense	100.00	511.13	612.02	100.89	119.74
800.21	Student Motivation Expense	66.28	219.48	256.82	37.34	117.01
800.22	Employee Motivation Expense	267.02	544.59	1,259.59	715.00	231.29
800A.22	Professional Dev. Meals	0.00	1,036.29	1,346.88	310.59	129.97
810.23	Dues & Subscriptions	187.50	9,006.07	5,441.04	(3,565.03)	60.42
830A.51	Debt Service Interest Series A	0.00	520,000.00	260,598.13	(259,401.87)	50.12
840A.45	Debt Service Princpal Series A	0.00	135,000.00	135,000.00	0.00	100.00
890.24	Fundraising Expense	248.00	12,786.70	7,954.91	(4,831.79)	62.21
	<b>Other Expense Subtotals</b>	<b>868.80</b>	<b>679,104.26</b>	<b>412,469.39</b>	<b>(266,634.87)</b>	
	<b>Total Expenses</b>	<b>184,290.64</b>	<b>4,192,098.89</b>	<b>3,210,865.49</b>	<b>(981,233.40)</b>	76.59
	<b>Total Revenue</b>	<b>308,271.23</b>	<b>4,355,889.03</b>	<b>3,692,999.34</b>	<b>(662,889.69)</b>	
	<b>Net Income</b>	<b>123,980.59</b>	<b>\$ 163,790.14</b>	<b>\$ 482,133.85</b>	<b>318,343.71</b>	294.36





**Space Holdings, LLC ("Lessor") Name and Address of ("Lessee")**

One Grand Central Place Lakeview Academy  
60 East 42<sup>nd</sup> Street 527 West 400 North  
Suite No. 2534 Saratoga Springs, Utah 84045  
New York, NY 10165

Master Lease Agreement #: , **Dated**

**1. LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the personal property described in each schedule ("Schedule") executed from time to time in accordance with this Master Lease Agreement ("Agreement"), consisting of mobile modular building units, and any related equipment, including, without limitation, steps, and building skirts and supports, upon the terms and conditions set forth herein (all such personal property, together with all replacements, repairs and additions incorporated therein or affixed thereto, are referred to herein as the "Units"). Each Schedule shall incorporate all of the terms and conditions of this Agreement and such other terms and conditions as the parties shall agree upon. Each Schedule shall constitute a complete and separate lease agreement, independent of all other Schedules. In the event of discrepancies between this Agreement and any Schedule or other documents used in relation to the transaction contemplated herein, the terms and conditions of this Agreement shall prevail.

**2. TERM.**

(a) The term of this Agreement with respect to the Units shall begin on the date the Units are accepted by the Lessee and shall continue for the number of consecutive months shown on the Schedule (the "Initial Term"), unless terminated as provided herein or extended as provided in this Section 2.

(b) Lessee may terminate this Agreement at the expiration of the Initial Term by giving the Lessor at least 90 days written notice of such intention. If Lessee doesn't give Lessor such notice the term shall be automatically renewed for 12 months at the then current one-year lease rate.

**3. RENT.** Amounts shown on the Schedule are payable by the Lessee on the first day of each rental period unless otherwise noted and documented. For the term of the rental and other charges specified on the Schedule, the parties agree as follows:

(a) This Agreement is a net lease. Lessee's obligation to pay rent and other amounts due hereunder shall be absolute, unconditional and independent and Lessee shall not be entitled to any abatement of rent or other amounts due hereunder, reductions thereof, or set-offs, defenses, counterclaims or recoupment whatsoever; nor shall this Agreement terminate the obligations of Lessee or be affected by reason of defect in or damage to, or loss of possession, use, or destruction of, any or all of the Units unless fault lies with Lessor.

(b) Lessee's written acceptance of a Unit shall conclusively establish that the Unit is in good and efficient operating order, condition and appearance, and that Lessee accepts the Unit "as is" and subject to the provisions of this Agreement.

(c) Lessee will pay, and hereby indemnifies Lessor, its successors and assigns, from all claims, damages, or liabilities arising from, any and all sales and use taxes and other direct taxes as follows: taxes, fees or assessments imposed by the U.S. Government, any state government, or any county, city or other taxing authority, including the United States Department of Housing, for property excise and gross receipts, license and registration fees assessed or assessable by a taxing authority and allocated by the Lessor on either an individual or prorated basis for any Units based on purchase price, value, possession, use, sites, rentals, delivery or operation thereof and exclude any Federal or State taxes relating to income. \ M SPACE

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d) Lessee will pay any and all utilities used or consumed by Lessee in relation to the Units, including, without limitation, electricity, water, gas, sewer and telephone services.

(e) Lessee will be solely responsible for all tires, axles, hitches and related hardware as they pertain to the leased facility. Lessee will be responsible for insuring all tires, axles, hitches and related hardware. Further more, the lessee will pay for the replacement of any missing tires, axles, hitches and related hardware in the event any of these items are missing at the time of pickup and removal of the facility.

**4. DISCLAIMER OF WARRANTIES.** There are no warranties, express or implied, other than any warranties issued by the manufacturer of the Units. Lessor disclaims all warranties of any kind, including specifically any implied warranty of merchantability or fitness for a particular purpose, both as to Units and as to any delivery, installation, demobilization, maintenance or repair work performed by Lessor on the Units. Lessor shall not be bound by any statements, agreements or representations not specifically set out herein, unless the same be reduced to writing and signed by any authorized officer of Lessor. The Units are leased "as is". In the event Lessee requires any work or repairs related to defects in materials or workmanship, Lessee shall notify Lessor immediately.

**5. TITLE.** Title to the Units shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than rights of Lessee hereunder. Lessee agrees at its expense to take such actions as may be needed to prevent any third party from acquiring any interest in the Units.

**6. LIENS; THIRD PARTY INTERESTS.** Lessee shall not permit the grant, conveyance, or attachment of any ownership or security interest, lien, claim, encumbrance, or right of a third party in or to the Units, and Lessee hereby indemnifies Lessor, its successors and assigns, against any claim, loss, or damage (including reasonable attorneys' fees and costs) resulting therefrom. The parties intend that the Units shall not become fixtures, and the Units shall, in fact, not become fixtures. The Units shall at all times remain the personal property of the Lessor, and Lessee shall take no actions that may result in the Units becoming affixed to real property so as to constitute fixtures. Lessee shall execute, obtain and record such instruments and take such actions as may be necessary to prevent any person from acquiring any rights in any Units paramount to the rights of Lessor, including, but not limited to any notices to persons that the Units are personal property.

**7. HAZARDOUS SUBSTANCES.** Ordinary wear and tear will not include contamination by hazardous, toxic or radioactive materials, bio-hazardous substances or petroleum products ("Hazardous Substances"). In no event will Lessee use or store Hazardous Substances in the Units, except such quantities as would be normal in the operation of a commercial office (or educational facility, if applicable). In no event will Lessee locate the Units at a remediation or other site where contamination by Hazardous Substances is foreseeable. If any returned Units are found to have been contaminated by Hazardous Substances during Lessee's possession, Lessor may charge Lessee for the clean up or may require Lessee to purchase the Units at the then current market price for uncontaminated Units.

**8. INDEMNITY.** Lessee will indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense of any sort or nature, and from any liability to any person as a result of any damage to person or property arising out of any failure of Lessee to comply in any respect with and perform any of the requirements and provisions of this Agreement. Lessee agrees to comply with, perform and execute all laws, rules and regulations or orders of all state, federal or local government agencies which in any way affect or relate to, or are applicable to any of the Units, or to the use, operation, maintenance or storage thereof, and to indemnify and hold harmless Lessor, its successors and assigns, from any and all fees, forfeitures, seizures, penalties and liabilities that may arise from any infringement or violation of such law, rule, regulation or order by Lessee or its employees or by any other person, or that may result from the use, possession, operation or condition, of any of the Units. Lessee further agrees to indemnify and save harmless Lessor, its successors and assigns, from any work done in or on the Units, or any materials supplied to or in connection with the operation, maintenance, possession, operation or condition, of any of the Units. Lessee will also indemnify and save Lessor, its successors and assigns, harmless from any loss, cost or expense (including reasonable attorneys' fees and costs) of any sort or nature, and from any liability to any person arising from the death of, injury to, or damage to the property

of, any third person as a result of, in whole or in part, the use or condition of the Units, or any portion thereof, while in custody, \ M SPACE MASTER LEASE-LAKEVIEW ACADEMY.DOC - 6/20/11, 9:51 AM ] 3

possession, or control of Lessee, except for gross negligence or intentional misconduct of Lessor. Indemnity obligations are limited to \$1 million total.

**9. ASSIGNMENT.** Lessee shall not have the right to assign this Agreement or to sublet, rent, or otherwise hire out, or part with possession of any of Units to any person, firm, partnership, association, or corporation other than Lessor, without the prior written consent of Lessor thereto. Lessor shall have the right to assign this Agreement and/or the rentals reserved hereunder. In the event of an assignment of this Agreement by Lessor, the assignee shall acquire thereby all rights and remedies possessed by or available to Lessor, but the assignee shall not acquire the Lessor's obligations, if any. If Lessee is an entity other than a natural person, any "Change of Control" of Lessee shall be considered an assignment of this Agreement by Lessee. For purposes herein, Change of Control shall mean the cumulative transfer, whether by sale, conveyance, merger or other disposition, of ownership interests representing more than 50% of the voting power of such entity for the election of members of Lessee's board of directors or equivalent managing body.

**10. INSPECTION.** Lessor shall have the right from time to time during regular business hours and after providing reasonable notice to Lessee, to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition and proper maintenance (including the right to review Lessee's records pertaining to the Units) of the Units. Lessee shall, upon the request of Lessor, and at Lessee's own expense, firmly affix to the Units, in a conspicuous place, a label or metal plate as shall be supplied by Lessor showing Lessor as the owner and lessor of such Units.

**11. REPAIRS, MAINTENANCE, AND UNIT CONDITION.**

(a) Lessee agrees, at Lessee's sole cost and expense, to maintain the Units at all times in good repair and condition, reasonable wear and tear excepted. Lessee shall ensure that the Units comply with all applicable laws, rules, and regulations as of the commencement of the Initial Term, and Lessee shall be responsible for ensuring that the Units remain in compliance with such laws, rules, and regulations.

(b) In the event Lessee contracts with other than Lessor to perform any work or repairs, the work or repairs shall be performed by competent contractors and subcontractors of whom Lessor shall have approved in writing prior to the commencement of any work. All such work shall be completed in a good and workmanlike manner in accordance with all laws, rules, and regulations.

**12. LOSS OR DAMAGES.** In the event any Units shall become lost, stolen, destroyed, damaged beyond repair, or unfit for use for any reason, Lessee hereby indemnifies Lessor, its successors and assigns, from any claims, damages, or losses (including reasonable attorneys' fees and costs). Any insurance or condemnation proceeds received by Lessor shall be credited to Lessee's obligation under this Agreement, and Lessor shall be entitled to any surplus.

**13. INSURANCE.**

(a) Lessee, at Lessee's sole cost, will procure and keep in full force and effect, from the initial delivery date and until the return of all Units, the following policies of Insurance, satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming Lessor as an additional insured.

ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Units as a result of collision, fire, lightning theft, flood, windstorm, explosion or any other casualty, naming Lessor as a loss payee and additional insured. \

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(b) Lessee will deliver certificates evidencing all such insurance to Lessor within fourteen (14) days after Units are delivered to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days prior written notice to Lessor.

(c) If Lessee fails to deliver, or keep in effect, the insurance certificates as required by this Agreement, Lessee shall be in Default under this Agreement, and, at Lessor's option, Lessor may obtain such insurance for Lessee at Lessee's cost.

(d) Obtaining the insurance as described above will not affect Lessee's obligations and indemnities under this Agreement, and the loss, damage to, or destruction of any of the Units will neither terminate this Agreement nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Agreement.

**14. RETURN OF THE UNITS.** Upon expiration or termination of this Agreement, Lessee will immediately deliver the Units to Lessor in good condition and repair, ordinary wear and tear excepted, at such location as Lessor shall designate. Lessee shall pay all return transportation and preparation for the return of the Units to Lessor as specified in Schedule A attached hereto. Notwithstanding the return of the Units at Lessor's location, Units returned with accessories, attachments or other missing items, Units requiring repairs of any kind, or requiring restoration to original specifications and equipment condition due to alterations or modifications performed by Lessee shall remain leased hereunder until said replacements, repairs or restorations have been made by Lessee in a manner reasonably acceptable to Lessor. In the event Lessee chooses not to make the required replacements, repairs or restoration, then Lessor shall determine the amount due for replacements, repairs or restoration to be made and the Units will remain leased hereunder without abatement of rental until the date that the amounts due are paid by Lessee. Lessee shall pay Lessor promptly upon receipt of any invoice(s). Any changes, alterations, or improvements shall immediately, upon their completion, become Lessor's property without compensation therefor. At the termination of this Agreement, Lessor may, at its option and at Lessee's sole expense, require Lessee to return the Units to their original specifications.

**15. LATE CHARGES.** Rent and other charges not paid within ten (10) days of the due date shall bear an interest charge on all amounts unpaid, at the lesser of (i) 15% per annum, or (ii) the maximum interest charge permitted by law and, in addition, Lessee shall pay a late payment fee of 5% of the amount of the delinquent rent and other charges.

**16. DEFAULT AND REMEDIES.**

(a) In the event any act or obligation required of Lessee hereunder shall not be performed in the manner and at the time or times required by this Agreement, including any Schedule executed pursuant to this Agreement, Lessee shall be in Default. Lessee shall promptly notify Lessor of any Default. Lessor has the right, after providing Lessee with ten (10) days prior written notice of the Default and allowing Lessee said ten (10) day period to cure the Default, except with respect to the payment of rent hereunder in which case no such notice is required or necessary, to declare all unpaid lease rentals to be due and payable forthwith and to retake and retain the Units free of all rights of Lessee without any further liability or obligation to redeliver the same or any portion thereof to Lessee and without to any extent releasing Lessee from Lessee's representations, covenants, or obligations herein, including the payment of the rental amounts.

(b) Lessee shall also be in Default if Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future laws, rules or regulations, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its owners shall take any action looking to its dissolution or liquidation.

(c) Lessee shall also be in Default if, within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future

laws, rules or regulations, such proceedings shall not have been dismissed, or within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.

(d) A Default by Lessee under any Schedule executed pursuant to this Agreement shall be considered a Default under each other Schedule executed pursuant to this Agreement, and shall entitle Lessor to all remedies available pursuant to this Agreement, including any and all other remedies available at law or in equity.

(e) In the event Lessor shall retake possession of the Units or any part thereof, if there shall, at the time of such retaking, be in, upon or attached to such Units any other property, goods or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods or things of value and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of, and at the expense of, Lessee.

(f) Lessee hereby indemnifies and saves harmless Lessor, its successors and assigns, from any claims, damages, or losses (including reasonable attorneys' fees and costs) regarding Lessee's property or the property of any third parties incurred during the repossession of the Units by Lessor. Lessee shall pay all costs and expenses (including reasonable attorneys' fees and costs) incurred by Lessor, its successors and assigns, in enforcing any of the terms, provisions, covenants, and indemnities provided herein.

(g) No remedy given in this Section 16 is intended to be exclusive, Lessor shall have be entitled to seek and recover any and all other available remedies at law or in equity. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations.

**17. NOTICE.** Lessee shall not remove the Units from the location(s) specified on the Schedule without prior written approval from Lessor, and shall notify Lessor immediately of any levy or seizure thereof and shall indemnify Lessor, its successors and assigns, against loss or damage resulting therefrom (including reasonable attorneys' fees and costs). All written notices must be sent to the addresses of Lessor and Lessee at the addresses provided herein above, by certified mail, postage pre-paid, or by a nationally recognized courier service, or by facsimile transmission. Notices shall be deemed received by the recipient three (3) business days following date of mailing.

**18. LAWS AND ALTERATIONS.** Lessee shall not make, suffer or permit any unlawful use or handling of the Units. Lessee shall not, without Lessor's prior written consent thereto, make or suffer any changes, alterations, or improvements in or to the Units, or remove therefrom any parts, accessories, attachments, or other equipment.

**19. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants, as of the date of the Lease,

that (i) Lessee is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is qualified to do business where necessary to carry on its business and operations and own its property; (ii) the Lease has been duly authorized, executed and delivered by Lessee and constitutes the valid, legal and binding obligation of Lessee, enforceable in accordance with its terms; (iii) the execution, delivery and performance by Lessee of its obligations under the Lease will not violate any judgment, order, law or governmental regulation applicable to Lessee or any provision of Lessee's articles of incorporation, by-laws, or other organizational documents or result in any breach or constitute a default under any instrument or agreement to which Lessee is a party or by which Lessee or its assets may be bound; (iv) Lessee is the owner of record of the real estate on which the Units will be placed; and (v) there is no mortgage or other lien of record on such real estate nor will there be prior to the placement of the Units. \ M SPACE MASTER LEASE-LAKEVIEW ACADEMY.DOC - 6/20/11, 9:51 AM ] 6

**20. MISCELLANEOUS.**

(a) This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understandings not specifically contained herein shall be binding upon any of the parties thereto unless reduced to writing and signed by the parties to be bound thereby.

(b) Site and Unit selection is the sole responsibility of Lessee. Lessor shall have no responsibility for nor liability for determining the adequacy of any site or Units, or the installation of the Units. The Lessee agrees to indemnify and hold Lessor harmless against any claim, loss or damage (including reasonably attorneys' fees and costs) arising out of the condition of the site, Units, or utilities.

(c) The terms, covenants, and conditions, and other provisions of this Agreement may be changed, amended, or modified only by an instrument in writing specifically purporting so to do and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Agreement to be binding on Lessor must be signed by an officer of Lessor.

(d) Time is of the essence of this Agreement.

(e) Lessor's failure at any time to require strict performance by Lessee with any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith.

(f) This Agreement shall be governed by and interpreted under the laws of the State of Utah applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws thereof.

(g) LESSOR AND LESSEE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION HERewith. LESSEE CONSENTS TO ANY LAWSUIT FILED HEREUNDER BEING BROUGHT IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK AND SUBMITS TO THE JURISDICTION OF SUCH COURT.

**M SPACE HOLDINGS, LLC**

**(LESSOR) (LESSEE)**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ \ M SPACE MASTER

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**Master Lease Agreement #:**

**Schedule A Dated, 06/20/11**

The provisions of this Schedule are subject to the terms and conditions of the **Master Lease Agreement** # \_\_\_\_\_, dated and effective as of \_\_\_\_\_ by and between **M Space Holdings, LLC, located at One Grand Central Place, 60 East 42<sup>nd</sup> Street, Suite No. 2534, New York, NY 10165 ("Lessor")** and \_\_\_\_\_ ("**Lessee**").

**1. LEASE TERM:**

**A. TERM: 36 consecutive months from Commencement Date**

**B. Commencement Date:** Upon Acceptance

**C. Number of Payments Per Year:** 12

**D. Total Number of Payments (Lease Term):** 36

**E. Total Lease Payment:** \$120,888.00

**F. Date of First Payment:** The first payment shall be due upon acceptance.

**2. MONTHLY RENT PAYMENT:** \$3,358.00. Monthly payment does not include any insurance, state, local or other tax, licensing, maintenance, or other applicable charges.

**3. UNITS:**

**A. Description:** 56x70 Classroom

**B. Location:** 527 West 400 North – Saratoga Springs, Utah 84045

**C. Return:** Return & Dismantle will be current cost plus 10%; Not to exceed \$20,000.00 – Damages will be billed separately

**4. OTHER COSTS:** One-time cost for Delivery, Set-up and Decks and Ramps \$59,091.00

**IN WITNESS WHEREOF**, the parties hereto have caused this Schedule to be duly executed on the date set forth below by their authorized representatives.

**Lessor: M Space Holdings, LLC Lessee:**

**By: By:**

**Name (Printed): Name (Printed):**

**Title: Title:**

**Date:** \_\_\_\_\_

**Date:**

June 23, 2011

Lakeview Academy

527 West 400 North

Saratoga Springs, UT 84045

Attn: Bryan Ettinger, Facilities Manager

[bettinger@lakeview-academy.com](mailto:bettinger@lakeview-academy.com)

Subject: Proposal/Agreement to Provide Building and Safety Services

Dear Mr. Ettinger:

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal/agreement to provide Building and Safety Service for Lakeview Academy (CLIENT). SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

### **Scope of Services**

1. Provide a certified plan reviewer
2. Provide an ICC certified building inspector
3. Perform Building Safety Service including:
  - a. Structural Plan Review
  - b. Energy Review
  - c. Structural Peer Review Services
  - d. Construction Inspections and Final Inspection
  - e. State Fire Marshal Plan Review

Lake View Academy

Building Inspection Services

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### **Compensation**

The compensation for services under this agreement is the lump sum amount of Two Thousand Dollars (\$2,000). Any further services requested in writing, will be negotiated prior to services being rendered.

If you are interested in having SEI complete the services, please execute the agreement below, make a copy for your files and return the original to our Corporate Office (25 East 500 North, Fillmore, UT 84631). If you have any questions regarding this agreement please contact Jason Bullock at (801) 376.6708 or [jbullock@sunrise-eng.com](mailto:jbullock@sunrise-eng.com). We look forward to working with you.

Sincerely,

SUNRISE ENGINEERING, INC.

Jason Bullock

Building and Safety Manager

Accepted and Agreed:

**Lakeview Academy**

By:

Name:

Title:

Date:

Lake View Academy

Building Inspection Services

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### **TERMS AND CONDITIONS**

1. **SERVICES TO BE PROVIDED.** These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the

“Services”). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI’s client for the provision of the Services (the “Client”). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client’s acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services (“SEI’s Consultants”) when, in SEI’s sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the “Parties” are SEI and Client, and their successors and permitted assignees.

**2. EFFECT OF TERMS AND CONDITIONS.** If any of the Services are performed by SEI or SEI’s Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

**3. PAYMENT TERMS.** Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI’s statement of services. No deductions shall be made from SEI’s compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors (“Contractor”) performing all or a portion of the work or services (the “Work”) for the construction of improvements designed by SEI or SEI’s Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys’ fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

**4. TERMINATION/SUSPENSION OF**

**PROPOSAL/AGREEMENT** Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client’s convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client’s convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party’s breach of the Proposal/Agreement.

**5. STANDARD OF SKILL AND CARE.** The Services (whether performed by SEI or SEI’s Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service,

or regarding any other matter.

6. **INSURANCE.** SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. **LIMITATION OF LIABILITY.** Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

8. **SITE OBSERVATIONS AND SOIL CONDITIONS.** SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rightsof-entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services. By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to Lake View Academy

Building Inspection Services

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any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

9. **RELiance ON OWNER FURNISHED INFORMATION.** SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. **UNKNOWN CONDITIONS.** Conditions or occurrences may be

encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

**11. HAZARDOUS MATERIALS.** Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants. In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

**12. INDEMNITY.** To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

**13. INSTRUMENTS OF SERVICE.** Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any

unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. **OPINIONS OF COST.** If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does Lake View Academy

Building Inspection Services

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not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

15. **PROVIDING EVIDENCE.** If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. **SEVERABILITY.** In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. **SURVIVAL.** All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. **INTEGRATION.** The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. **GOVERNING LAW.** The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. **THIRD PARTY FEES.** SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SEI by the Proposal/Agreement.

21. **THIRD PARTY BENEFICIARIES.** Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the

Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or nonperformance of the Services.

22. **EMPLOYMENT FEES.** In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. **ASSIGNMENTS.** Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. **CONSEQUENTIAL DAMAGES WAIVER.** SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. **DISPUTE RESOLUTION.** All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

26. **CHANGES AND/OR ADDITIONAL SERVICES.** The Client reserves the right, at its sole discretion, to change and or increase the scope of consulting services including award of additional phases of consulting services to SEI without conducting additional procurement procedures. Such changes shall include negotiated scope, time and compensation and shall be binding on SEI and Client when mutually agreed upon in writing by SEI and Client



## SALARY/WAGE AGREEMENT

### SECTION ONE

#### Parties and policies

- A. This Salary/Wage Agreement ("Agreement") is between \_\_\_\_\_ ("Employee") and Lakeview Academy ("School" or "Academy") a charter school located at \_\_\_\_\_, for the period of \_\_\_\_\_ through \_\_\_\_\_. This Agreement identifies the dollar amount Employee will be paid for work, and how payment will be made. This Agreement does not represent a guarantee of work for the entire period specified above.
- B. This Agreement represents the entire agreement regarding wages or salary between Employee and Academy. This Agreement supersedes any other agreement, either written or verbal. Academy is an at-will employer, and this Agreement should not be construed to represent a contract. Either party to this Agreement may terminate the employment at any time with or without notice, for any legal reason, or for no reason.
- C. Employee will follow School policies as outlined in the Employee Handbook, Policy Manual, Job Description, written memos and emails, and any other documents and policies that Academy has adopted or may adopt at any time. Academy may change policies pertaining to Employee from time to time, but will never change its at-will employment policy outlined in Part B above, and in the Employee Handbook.

### SECTION TWO

#### Assignment and schedule

Employee will perform work as outlined in the Job Description. By signing this Agreement, Employee is also acknowledging receipt of the Job Description and agrees to perform work as described in that document, and as directed by the School Director. This Agreement is in effect only during Employee's proposed teaching assignment of \_\_\_\_\_ (grade(s) or subject(s)), including additional secondary assignments based on School's need as determined by School Director.

Employee will teach assigned classes on campus during the regular school day, and is required to be on campus from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on school days, and on campus during these additional times as scheduled by school administration:

- Parent/Teacher Conferences
- Up to \_\_\_\_ teacher training days
- Occasional after school assemblies and/or activities related to grade(s)/subject(s) taught
- As needed to meet with parents or school administration

The above paragraph would change to:

Employee will aide in assigned areas during the regular school day, and is required to be on campus during assigned times on school days, and on campus during these additional times as scheduled by the school administration:

- 1 Training Day, August 15, 2011



Aide Assignment:      Elementary                      Middle School

☐ AM \_\_\_\_\_ to \_\_\_\_\_                      Not to exceed total of \_\_\_\_\_ hours per week

Additional Assignment:      STAR      Special Ed.      Carpool      Other: \_\_\_\_\_

☐ \_\_\_\_\_ hours per week                      Not to exceed total of \_\_\_\_\_ hours per week

Employee will complete non-teaching tasks (preparation, correction, coordination, grading, etc.) either on or off campus.

### **SECTION THREE**

#### **Wages and salary**

For the work outlined in the Job Description, performed over \_\_\_\_ (\_\_\_\_ School Days and \_\_\_\_ Professional Development or Training Days) agreement days Employee will be paid an hourly wage of \$\_\_\_\_\_, which will be paid on the first of each month beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. If Employee's employment is terminated prior to the end of the Agreement period payment will be made on the regular pay day for the pay period that includes the date of termination.

### **SECTION FOUR**

#### **Other benefits and compensation**

- A. Employee \_\_\_\_ is \_\_\_\_ is not eligible to accrue paid leave. See Employee Handbook for details of leave policy and eligibility.
- B. Employee \_\_\_\_ is \_\_\_\_ is not eligible to participate in Academy's group health insurance programs. See Employee Handbook for details of benefits policy and the plan booklet(s) for details of benefit offerings and eligibility.
- C. Employee \_\_\_\_ is \_\_\_\_ is not eligible to participate in Academy's retirement program. See Employee Handbook and the plan documents for details of retirement program and eligibility.

### **SECTION FIVE**

#### **Equipment and Materials checkout**

Employee will use Academy property, equipment, and materials in performing the duties associated with Employee's job. Academy uses a documented checkout process to track its property, and Employee is required to follow that process to receive full compensation according to this Agreement upon termination of employment, whether it may be at Employee's will or at the will of the School. If Employee does not participate in this process or if School items checked out to Employee are missing or damaged at this checkout, the School may deduct replacement, repair costs and/or cleaning fees from Employee's final paycheck.

### **SECTION SIX**

#### **Confidentiality**

The terms of this agreement are confidential between Employee and Academy. Neither party shall discuss the terms of this agreement with other Academy employees or other parties that do not, by Academy's definition, have a business need to know. Notwithstanding the foregoing, Academy will provide information related to Employee compensation as required by law.

## SECTION SEVEN

### Attest

Lakeview Academy is an at-will employer. This Agreement should not be construed to represent a contract. Either party to this Agreement may terminate the employment at any time with or without notice, for any legal reason, or for no reason. Neither party shall have any claim for wages or services beyond the termination date.

This Agreement constitutes the entire agreement between the parties with regard to salary or wages. This Agreement supersedes any other agreement regarding salary or wages, either written or verbal.

If any portion of this Agreement is deemed by a court of competent jurisdiction to be nonbinding, it shall not affect any other portion of said Agreement.

The parties below understand and agree to the above.

\_\_\_\_\_  
[Employee's Signature]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Lakeview Academy authorized signature]

\_\_\_\_\_  
[Date]

---

Email vote

**Tina Smith**

Sent: Tuesday, May 24, 2011 2:03 PM

To: M  
Joylin Lincoln [joylin@yahoo.com]; Alan Daniels; Cory Thorson; Justin Turner; Joylin Lincoln; Board of. Trustees

I approve!

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**Alan Daniels** [Alan.Daniels@sunproductscorp.com]

Sent: Tuesday, May 24, 2011 2:57 PM

To: M  
Joylin Lincoln; Tina Smith; Cory Thorson; Justin Turner

Cc: M  
Board of. Trustees

I approve.

Thanks,

**Alan Daniels**

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**Cory Thorson**

Sent: Tuesday, May 24, 2011 3:45 PM

To: M  
Alan Daniels [Alan.Daniels@sunproductscorp.com]; Joylin Lincoln; Tina Smith; Justin Turner

Cc: M  
Board of. Trustees

approve,

1 ?



## **Proposed 3-year Pilot Partnership Terms between Lakeview Academy and Hi-Tech High, Inc**

Hi-Tech High will be 100% responsible for recruiting 50 non-existing Lakeview Academy students

interested in a distance learning tech/entrepreneurship program. Hi-Tech High will ensure every student

is a resident of Utah and completes all registration documentation required for them to enroll as fulltime

Lakeview Academy students in grades 5-9<sup>th</sup>.

Of the incremental funding that comes to the school with these new students, Lakeview will keep 15%

as “freedom budget” to use at their discretion. Of the remaining 85%, Lakeview and Hi-Tech High will

split 50/50, based on the roles and responsibilities identified in the chart below:

### **Lakeview Responsibilities for 50% of the 85% Hi-Tech High Responsibilities for 50% of the 85%**

Following all existing, standard operating procedures:

- Assign a Teacher of Record and a School Counselor to meet with each student regularly.
- Manage the Utah State Student Attendance and Grade system (Pass/Fail grades only)
- Administer any state-mandated end-of-year tests
- Enroll each student in up to 3 core classes per year (i.e. Math, English, History, Science) from several options, including:

- extend existing core programs to a distance learning format (i.e. textbooks, workbooks, DVDs, study guides, literature books, learning logs, etc.)

- partner with a wide range of approved Online Core Course providers (approx. \$250/course)

Following a model successfully run for two years:

- Fund and manage all marketing events and activities needed to recruit students, including the costs of a free computer for each student.
- Fund and manage the development and delivery of all hi-tech and entrepreneurship courses.
- Fund the training and management of all Online Tech Mentors.
- Fund and manage the live web conferencing system used by our Online Tech Mentors to interact frequently with students.
- Enroll each student per year in up to 3 technology and entrepreneur elective courses.
- Fund and manage the costs for each student to receive an official licensed copy of any software programs used in the course.
- Fund and host several “Hi-Tech High Family Showcase Nights” during the year to highlight

key student projects and connect students with local-area entrepreneurs and investors.

**Sample Revenue Summary (based on \$5k average per student state funding amount)**

# of Students Hi-Tech High recruits and enrolls for Lakeview

Lakeview's

15% "freedom" budget<sup>1</sup>

Lakeview's

50% of the 85%<sup>2</sup>

Hi-Tech High's

50% of the 85%

50 students \$37,500 \$106,250 \$106,250

\*Invoicing will occur on a standard 1/12 monthly amortization beginning October 1. Payment terms are net 30 with a 10% monthly compounding interest late fee.

**Sample Lakeview Expense Summary for 50 students**

Core Allowance (\$250 x 3) Counselor Stipends Teacher Stipends Other Administration Total Costs<sup>3</sup>

\$37,500 \$10,000 \$15,000 \$15,000 \$77,500

**Total Financial Benefit to Lakeview**

15% "freedom" budget<sup>1</sup> + 50% of the 85% budget<sup>2</sup> - Total Estimated Costs<sup>3</sup> = Total Net Benefit to Lakeview

\$37,500 + \$106,250 - \$77,500 \$66,250

**Proposal Title: Benefits and Leave Policy**

**Submitted by: Cory Thorson**

**Sponsoring Administrator:**

**Proposal Abstract/details: This proposal, if adopted, would address a budget deficiency by making a change in school contributions to eligible employees' retirement accounts.**

**Please provide information to the following questions:**

**1) Proposal supports the charter by..?(Please site reference page)**  
**Increasing available funding for the educational program.**

**2) Proposal supports ends policy**

- a. ☐ Global Ends Policy
- b. ☒ Language Arts and Mathematics Ends Policy
- c. ☒ Science, Arts, and Technology Ends Policy
- d. ☐ Enrollment Ends Policy
- e. ☐ Parent Satisfaction Ends Policy

**It supports this ends policy by...increasing available funding available for such programs.**

**3) Are funds being requested? If so how much and from what budget category? No.**

**4) Does this replace a current program or policy? If so, please attach a redline version of requested changes.** It would amend current policy on school contributions for retirement benefits.

**5) If a new program/policy, please attach the policy or program proposal.**

**6) Please attach any other options that may be considered.**

**7) Please attach any relevant information and all supporting documentation (See proposed budget, which includes this change.)**

Policy Type: Required Policy  
Policy Title: Benefits and Leave Policy

## Definitions

**Full Time Employee:** Any employee whose employment agreement schedules 32 hours of work in a given work week during the school year.

**Day:** The amount of time that an employee's work agreement schedule calls for in a 24 hour period. (if you work 4 hours a day then a day equals 4 hours, if you work 8 hours a day then a day equals 8 hours)

**Immediate family:** Husband, wife, daughter, son, father, mother, brother, sister, or other person residing in the employee's home on a permanent basis. Special circumstances may be appealed to the Director(s) for consideration of immediate family status.

**School Year:** Teacher wage agreements shall not exceed a total of 187 days plus up to 10 in-service/testing days (paid at the rate of \$50.00 per ½ day) See school calendar.

**Midterm Employee:** Any employee hired after a school year has started. Midterm employees shall receive benefits and leave on a prorated basis for the remainder of the school year.

## Benefits

### HEALTH INSURANCE BENEFITS

Insurance benefits are available to all Full Time Lakeview Academy Employees.. Employees, whose employment agreement schedules at least 24 hours in a workweek during the school year, may elect to purchase insurance benefits. Benefits are subject to change and benefit documentation will be distributed to all employees at the beginning of each school year.

### CESSATION OF BENEFITS UPON TERMINATION

Regular insurance benefits cease on the last day of the month in which employment is terminated. Insurance benefits will be in effect during the summer months for returning employees. In the event an employee does not return, that employee shall be liable to Lakeview Academy for the entire cost of all benefits paid on the employee's behalf during the school summer break.

### ADDITIONAL INSURANCE BENEFITS

Additional insurances are at the discretion and cost to the employee.

### SALLARY AND WADGES

Pay increases will be determined on an annual basis pending state legislative funding.

### RETIRMENT BENEFITS

A ~~7% 401K~~ defined contribution retirement plan will be ~~included offered as part of the compensation~~ to designated employees depending on their role and function in the school. Contribution rates and employee eligibility will be defined by the retirement plan document and according to administrative procedure.

## LEAVE POLICIES



Administration will develop a written procedure outlining how ½ days and hour increments with personal and sick days are administered and accounted for.

### **PERSONAL LEAVE**

Each eligible certificated and full time employee of the Lakeview Academy shall be given 2 days per year personal leave at no cost to the employee.

The following guidelines must be followed:

A. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least 1 day in advance.

B. Personal leaves may only be taken the day before or after a school holiday for the following specific reasons:

1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
2. Family weddings of immediate family.
3. Graduations of immediate family.
4. Required court appearances,
5. Deaths not covered by Bereavement Policy.
6. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
7. Prior approval by the Director(s) for extenuating circumstances.

C. Personal leave shall not be taken during the first five days and last five days that students are in school except under the following conditions:

1. To attend the wedding of immediate family.
2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control.

D. Personal leave days may not be used on professional development days.

E. Personal leave days may not be used during parent/teacher conferences.

F. Personal leave days may be donated to another certificated or full time employee for emergencies with director approval.

G. Certificated and full time employees will be paid for all unused personal leave in their July 1 paycheck.

### **SICK LEAVE**

Each eligible certificated or full time employee may qualify for paid sick leave.

1. Certificated and full time employees will be granted up to 10 days of sick leave per year accumulating 1 day per month.
2. **Maximum accumulations:**

**Employees may accumulate up to 50 sick days.**

3. Certificated and full time employees may use up to 3 days of his/her own accumulated sick leave to attend to the health care needs of immediate family members. This schedule does not change the way unused sick leave benefits are calculated.
4. Use of accrued sick leave for critical immediate family care  
A maximum of 10 days of sick leave may be used each year to care for critically ill immediate family members. To utilize additional accrued sick days then the sub rate will be deducted from the employees pay. This schedule does not change the way unused sick leave benefits are calculated.

## **BEREAVEMENT LEAVE**

The Bereavement Leave Policy shall be administered in accordance with the following guidelines:

### **Guidelines**

- A. Employees shall be granted up to 5 days absence without pay deduction contiguous with the event of the death of a husband, wife, daughter or son.
  - 1. This would also include any other person residing in the home who may have assumed the role of daughter or son.
- B. Employees shall be granted up to 3 days absence without pay deduction in the event of the death of the employee's immediate family.
- C. A maximum of 2 additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.
- D. Bereavement Leave is provided only for the death of immediate family members.
- E. If the death of an employee's mother or father results in the loss of the only remaining parent, up to 3 additional personal leave days may be taken to deal with estate issues. The 3 additional days must be taken within 1 calendar year of the parent's death.

## **JURY DUTY OR WITNESS DUTY**

- A. Notice to the Director(s) or authorized representative, together with a copy of the subpoena or notification from the court, shall be given as soon as possible after receiving such notification.
- B. Time off will be documented under the heading "Jury Duty" or "Witness in Court" on the Absence Record form. Any amount paid to the employee for service as a juror or as a witness, excluding mileage, will be deducted from the employee's regular pay.
- C. This policy does not apply to an employee who is party to litigation.

## **MILITARY LEAVE**

All state and federal guidelines regarding military leave will be adhered to.

## **NOTIFIACATION OF ABSENCE**

Employees are required to notify the Director(s) no later than 7:00a.m. on the day of the absence or as soon as they know that they will be absent from work.

## **CERTIFICATION**

The Undersigned officers and or trustees of Lakeview Academy certify that this Leave and Benefits policy was duly adopted as of June 4, 2009.

Signature: Tina Smith

Print Name: Tina Smith

Title: Board Vice President

Signature: Cory Thorson

Print Name: Cory Thorson

Title: Board Member

Policy Type: Required Policy

Policy Title: Code of Conduct/ Discipline Policy

Proper discipline and order are essential to the accomplishment of our goals as a school. **Lakeview Academy believes in and adheres to the Love and Logic approach to school discipline.** Rules and expectations covered in this section are designed to meet the following goals:

1. Maintain an orderly school operation.
2. Maintain optimal learning opportunities for students. School facilities and classrooms must be free of behaviors that interfere with teaching and learning.
3. Help students develop skills and behaviors necessary for healthy social interaction, both present and future.
4. Help students learn how their decisions affect the quality of their lives and others.
5. Help students develop responsibility and character.

### **Core Beliefs that Guide Enforcement of School Rules and Expectations**

Each student is a unique individual with unique personal, social, and educational needs. As a result, every disciplinary situation is unique in nature. Consequences for misbehavior provide the best learning value when matched to the unique student and the unique situation. The odds for children learning from their mistakes increase dramatically when children see a reasonable connection between their behavior and the resulting consequences.

The Lakeview Academy school staff dedicates itself to following a set of core beliefs that provide a guide for dealing with student discipline. These core beliefs guide our attempts to individualize disciplinary procedures and to help students see reasonable connections between their behavior and the resulting consequences.

Since these core beliefs provide the guiding light for our professional decisions, the staff encourages parents to bring concerns and questions to us in the event that we operate in ways that appear to be inconsistent with these core beliefs.

### **Lakeview Academy Staff Core Beliefs**

1. Every attempt will be made to maintain the dignity and self-respect of both the student and the teacher.

2. Students will be guided and expected to solve their own problems, or the ones they create, without creating problems for anyone else.
3. If a student cannot solve a problem, or they choose not to, staff members will impose upon them an appropriate consequence.
4. Students will be given opportunities to make decisions and live with the consequences, be they good or bad.
5. Misbehavior will be handled with natural or logical consequences instead of punishment, whenever possible.
6. Misbehavior will be viewed as an opportunity for individual problem solving and preparation for the real world as opposed to a personal attack on school or staff.
7. Students are encouraged to request a due process hearing whenever consequences appear to be unfair.
8. School problems will be handled by school personnel. Criminal activity will be referred to the proper authorities.

**To follow is a list of general school rules. It is impossible to create an all-inclusive list of rules, so please keep our core beliefs in mind as school rules and proper behavior are discussed or considered.**

#### **School Rules**

- Cell phones must remain off and put away during school hours
- Electronic toys and games are not allowed on campus
- Be polite and courteous at all times
- Stay on school grounds during school hours unless with permission and supervision of a parent, guardian or teacher
- Walk bikes while on school grounds, carry skateboards
- Take care of school property and respect the property of others
- Observe the dress code
- Come to class prepared, follow directions and fully participate
- Keep hands and feet to yourself at all times
- No food or drink allowed in class (except a clear water bottle). No gum allowed on campus
- Bringing weapons or facsimile weapons of any type to school is absolutely prohibited

**If an offense requires disciplinary action, parents will be notified. If the nature of the offense is serious, or a pattern of inappropriate behavior develops, school administration will become involved.**

**The following violations will result in immediate referral of the student to school administration:**

- Weapons-possession (intent to cause injury, or intimidation with any type of weapon, firearm, knife, or other object which is capable of causing bodily harm.)
- Defiance of school authority (1-willful, open or continued disobedience 2-use of profanity, vulgarity, insults, or obscenities toward school employees)
- Improper behavior at school sponsored extra-curricular events whether they be on or off campus
- Assault of either a student or an adult
- Harassment/Bullying (refer to Bullying/Hazing policy)
- Gang activity-Wearing clothing with gang affiliation, making gestures or signs that symbolize gang membership or engaging in any type of behavior that condones or suggests support of gang activity
- Failure to adhere to the terms of the acceptable computer use agreement
- Throwing objects that have the potential to cause bodily harm or cause damage to property
- Possession, use, or sale of drugs
- Stealing or vandalism of private or school property
- Severely disruptive behavior that infringes upon the educational rights of other students

### **Certification**

The undersigned officers and or directors of Lakeview Academy certify that this Code of Conduct Discipline Policy was duly adopted as of June 3, 2010 and replace all previous Code of Conduct Discipline Policies.

Signature: April Thompson  
 Print Name: April Thompson  
 Title: Board Vice President

Signature: Alan Daniels  
 Print Name: Alan Daniels  
 Title: Board Member

## Lakeview Academy Discipline Procedures

### Love and Logic

(The Procedures are administrative in nature and do not need Board Approval they are included here for information only and will not appear in the policy.)

Lakeview Academy Teachers will approach discipline and classroom management with the goal of **preventing** as many behavioral problems as possible. Avoiding or preventing these problems is the teacher's responsibility. The most effective ways to do so are:

- Being well prepared at all times
- Creating fun and engaging lessons
- Providing praise and recognition to your students at appropriate times
- Providing some type of positive reinforcement system within the classroom (The approach taken here may vary from class to class)
- Establishing definite procedures for all activities within the classroom, ie: moving from seats to floor, moving to the door and lining up to go to recess, turning in assignments, distributing materials, etc.
- Planning carefully for transitions. Always be one step ahead of the students. Know what you want them to do next and how you want to get them started: switching from math to language arts, switching from one center to the next, etc.
- Teachers are strongly encouraged to give certain students assignments within the classroom such as: crayon distributor, garbage, leading the pledge, passing out papers, picking up assignments, etc. Rotate these jobs to different students as you see fit.
- Never waste time! Use every minute of every day. Keep students engaged at ALL TIMES. Students sitting idly is a set up for failure.
- Use seating charts for all different situations
- Always watch the clock and use a timer. When time is up, move on.
- Think of ways to allow your students to move
- Get input from your colleagues
- Place the focus on the level of quality not quantity
- Use integration and allow students to work with projects
- Vary between group work, independent work, partnerships, class discussion, etc.
- Use visual aids and manipulatives whenever possible
- Integrate music and art into your teaching
- Enforcing school rules
- Using the "Think Time" system appropriately and effectively

The "Think Time" system is an option to be used at the discretion of the classroom teacher primarily for ordinary student disruption. "Think Time" should in no way detract from the Love and Logic approach as it should serve as a natural consequence for classroom disruption or infringements of that nature.

The **“Think Time”** system.

- ✓ Each teacher will be provided with a card which reads, “think time.”
- ✓ The “think time” card is laminated and has a space for the time and signatures.
- ✓ In the event of disruptive or inappropriate behavior, the teacher will have the option of giving the student the “think time” card.
- ✓ They go to the assigned classroom and wait at the door for the receiving teacher to acknowledge them.
- ✓ They are then directed by the receiving teacher to sit in a chair designated only for think time.
- ✓ On the chair will be a clipboard with a sheet asking them to reflect on what they did wrong, why they were sent, what they should do differently, etc.
- ✓ When the student finishes filling this out, the receiving teacher looks at it and makes sure it was done correctly.
- ✓ The receiving teacher signs his/her name and puts the time.
- ✓ They then send the student back to their own class with the completed page.
- ✓ The homeroom teacher makes two copies, one for the student’s file, and one is to be sent home to the student’s parents.
- ✓ At the earliest opportune time, the teacher will call home and speak with the parents.

**In the event a student is disruptive in the receiving room, or they are uncooperative in any way, school administration will be called immediately to come and pick them up.**

The receiving/sending teacher system will be an arranged partnership. Each teacher will have two other teachers they can send students to. Students are never to be left in the hallway unattended.

“Think Time” is not expected to handle every disciplinary incident.

### **School-Wide Recognition**

Students should be recognized for positive behavior. First and foremost, teachers shall recognize this positive behavior and applaud it in any way appropriate. School-wide means of recognition will also be employed. Teachers are expected to participate in such efforts.

### **Love and Logic—Quick and Dirty**

- Handle discipline on a case by case basis
- Use common sense
- Make students responsible for their own actions
- Do not shield them from consequences (within reason)
- Allow or make sure that natural consequences occur whenever possible
- Choose consequences that fit the offense
- Share control through lots of small choices
- Never show anger—Do not humiliate—Handle discipline quietly and privately
- Show empathy before delivering a consequence
- Set limits with enforceable statements



- No Warnings!

Visit the web-site: [www.loveandlogic.com](http://www.loveandlogic.com)

Go to FAQs

Dear Parents,

Rules related to behavior in my classroom are few. I believe that as all children are different, and all actions and reactions very personal in nature, effective discipline involves a few overriding tenets rather than a long list of specific rules. Situations are dealt with as they arise, with the focus on enabling the child to grow and learn from his or her actions. ***This approach is taken from the Love and Logic system of student discipline which Lakeview Academy promotes.***

**Guidelines for Student Behavior:**

1. You may engage in any behavior that does not create a problem for you or anyone else in our school community.
2. If you find yourself with a problem, you may solve it by any means that does not cause a problem for anyone else in our school community.
3. You may engage in any behavior that does not jeopardize the safety, well-being, or learning of yourself or others. Unkind words and actions will not be tolerated.

**In ensuring that the above guidelines are adhered to, I will operate with the following principles as my guide:**

- 1) I will react without anger or haste to problem situations.
- 2) Whenever possible, I will provide consequences that are not punitive but that allow the child to experience the results of a poor choice, enabling him or her to make better choices in the future.
- 3) I will proceed in all situations with the best interest of the whole child foremost in my mind. Academic, social, and emotional well-being will be fostered.
- 4) I will guide students toward personal responsibility and the decision making skills they will need to function in the real world.
- 5) I will arrange consequences for problem situations in such a way that the child will not be humiliated or demeaned.
- 6) Equal is not always fair. Consequences will be designed to fit the problems of individual students, and they may be different even when problems appear to be the same.

- 7) I will make every effort to ensure that , in each situation, the students involved understand why they are involved in consequences.
- 8) If I at any time act or react in a way that a child truly feels is unjust, that student need only say to me, "I'm not sure that's fair." I will arrange a private conference during which the student can express to me why he or she feels my actions were not fair. This may or may not change my course of action. I am always open to calm, rational discussion of any matter.

**Proposal Title:** PALS Policy  
**Submitted by:** Joylin Lincoln  
**Sponsoring Administrator:**

**Proposal Abstract/details:**

This proposal is for a policy change that would allow parents to get volunteer hours for attending a board meeting. This change is being requested to allow parents a greater sense of involvement. The PALS policy was created to enable parents to take an active role in the education of their children, attending board meetings helps parents understand the direction of the governing board and helps protect the integrity of the charter. Parental attendance at board meetings allows for interaction between educators and parents.

**Please provide information to the following questions:**

**8) Proposal supports the charter by..?(Please site reference page)**

One of the 7 purposes of Lakeview Academy is to provide greater opportunities for parental involvement in management decisions at the school level. (page 9) When parents attend and comment at board meetings they support the charter as they become truly involved in management decisions.

**9) Proposal supports ends policy**

- a. ☒ **Global Ends Policy**
- b. ☐ **Language Arts and Mathematics Ends Policy**
- c. ☐ **Science, Arts, and Technology Ends Policy**
- d. ☐ **Enrollment Ends Policy**
- e. ☒ **Parent Satisfaction Ends Policy** This change in policy will allow for parents to become involved in the process that holds students, parents, teachers, and administrations accountable for the success of Lakeview students' needs.

**It supports this ends policy by...**

This change supports the global ends policy by allowing for parents to model being a contributing member of society (Lakeview Academy). It also supports the Parent Satisfaction Ends policy by allowing for parents to become involved in the process that holds students, parents, teachers, and administrations accountable for the success of Lakeview students' needs.

**10) Are funds being requested? If so how much and from what budget category?**

This change in policy will not need any funds to be implemented.

**11) Does this replace a current program or policy? If so, please attach a redline version of requested changes.**

The redline copy of the PALS policy is attached. The change is noted on the chart that outlines volunteer opportunities at Lakeview Academy.

**12) If a new program/policy, please attach the policy or program proposal.**

N/A

**13) Please attach any other options that may be considered.**

N/A

**14) Please attach any relevant information and all supporting documentation**

Policy Type: Required Policy

Policy Title: Parent Assisted Learning (PALS) Volunteer Policy

We request parents to be involved and volunteer a minimum of 4 hours a month assisting their student's teachers and actively serve on one committee. Any additional service given to Lakeview Academy would be greatly appreciated. Volunteer hours can be logged in the office or on the REN Web.

The purpose and vision of the PALS program at Lakeview Academy is to enable parents to take an active role in the education of their children. As PALS volunteers are integrated into our learning community students will see that gaining education and learning is a life-long journey. As parents share in the learning experience, they will feel a greater investment in our school and their child's education.

We envision PALS volunteers will play a vital role in assisting students to become capable of tackling academic situations with confidence, while contributing to the communities in and outside of the classroom. By utilizing the strength of our parents we can provide smaller learning groups, more individualized attention, visiting experts and extra support for our students, teachers and administrators. As they interact with different individuals within their own community, the students will notice an increased feeling of community involvement and investment in their future. This interaction between educators and parents will greatly enhance the educational experience at Lakeview Academy.

It is the policy of Lakeview Academy to not allow registerable sex offenders to participate in volunteering on school grounds. They are welcome to volunteer in opportunities where children are not present. School administration will periodically check the Utah State Sex Offender Registry and comply with the laws of the Utah State Sex offender Registry.

PALS volunteers will be divided into two groups: *Level One, and Level Two*

**Volunteers at *PALS One*** will have a significant level of interaction with students, yet will still be supervised by the classroom teacher. Their main responsibilities are to assist with small group instruction in math, language arts or any of the additional core subjects as needed. Volunteers at this level would be asked to go through some basic training. This training could include, but is not limited to, basic classroom management, simple overview of Balanced Literacy and Saxon Math and any particular needs for the teacher and students they will be assisting.

**Volunteers at *PALS Two*** will have the greatest interaction with students and could potentially be left unsupervised with students. However, they will not be permitted at any time to be alone with any one student. More than one student or another teacher must be in close proximity (for instance, the volunteer may work with a student in the hall -- a public thoroughfare -- with the classroom door remaining open). They could provide the same assistance as a Level One volunteer. Yet the main responsibilities of these volunteers include: after school tutoring, working with students in class who need individual assistance, substitute teaching, and chaperoning field trips. Training would be required for volunteers at this level. This training could include, but is not limited to, different teaching methods, different learning styles, appropriate adult-student interactions, and first aid. Volunteers at this level will be required to be fingerprinted and have a background check in accordance with Utah Law 53A-3-410. Volunteers whose background check shows convictions for any class A misdemeanor or felony, including pleas in abeyance and diversion agreements (or the equivalent from another state) will not be permitted to be a PALS Two volunteer however; they may be allowed to be a PALS One volunteer. These background checks must be done every two years at the volunteer's expense. Complete detailed information regarding these procedures is available upon request.

All volunteers will be required to wear a school-designated name badge. Volunteers will check in at the front desk, prior to going to the classroom, to obtain their identification. This will assist the office staff in knowing who is in the building. We feel that having the volunteers wear specific identification is important for students so they may easily recognize whom they can ask for help. This will also help staff to distinguish between volunteers and visitors.

Those interested in volunteering at either PALS level should fill out a simple Volunteer Form and indicate PALS One or PALS Two. This form will be used by the Volunteer Coordinator to facilitate assignments. Scheduling and any necessary training of volunteers will be a joint effort between the Volunteer Coordinator, Academic Group committees, and Education Coordinator.

Thank you for your willingness to positively impact the lives of children at Lakeview Academy!

### **Certification**

The undersigned trustees of the Lake View Academy Board certify that this Parent Assisted Learning (PALS) Volunteer Policy was duly adopted as of January 7, 2010 and replace all prior Parent Assisted Learning (PALS) Volunteer Policies.

Signature: April Thomspen

Print Name: April Thomspen

Title: Board Vice President

Signature: Alan Daniels

Print Name: Alan Daniels

Title: Board Member

The following is a breakdown of the specific volunteer levels as well as the activities and training required for each specific level:

Volunteer Levels	Activity Needed	Training Required	Training Provided By
<b><u>Volunteering</u></b> Moderate and supervised contact with students	<ul style="list-style-type: none"> <li>Office Help</li> <li>Lunchroom Help</li> <li>Recess Duty</li> <li>Assist with additional core activities such as art projects and science experiments.</li> <li>Visiting expert</li> <li>Classroom Projects</li> <li>At Home Projects</li> <li>Attendance at Lakeview Academy Board of Trustees Meetings</li> </ul>	<ul style="list-style-type: none"> <li>Operation of various tools, copiers, work room machinery</li> </ul>	Individual teachers, office staff or Volunteer Coordinator as needed
<b><u>PALS One</u></b> Significant interaction with students, yet supervised	<ul style="list-style-type: none"> <li>Reading in the classroom</li> <li>Supervise centers</li> <li>Oversee writer's workshop</li> <li>Assist with small group instruction in Language Arts, Math, and any of the additional core subjects</li> <li>Assisting with Testing</li> </ul>	<ul style="list-style-type: none"> <li>General overview of Balanced Literacy.</li> <li>General training in Saxon Math</li> <li>Different teaching methods.</li> <li>Classroom mgmt. Techniques</li> <li>Grouping techniques and policy</li> </ul>	Coordinated by Instructional Coach, Academic Committee and Volunteer Coordinator
<b><u>PALS Two</u></b> Could be left unsupervised with students	<ul style="list-style-type: none"> <li>After school tutoring</li> <li>A substitute teacher</li> <li>Work with students who need <u>individualized</u> help.</li> <li>Field trip chaperone</li> </ul>	<ul style="list-style-type: none"> <li>Different learning styles</li> <li>Different teaching methods</li> <li>Appropriate adult-student interaction</li> <li>First Aid</li> <li>Privacy procedures</li> <li>Classroom mgmt. techniques</li> <li>More in-depth-knowledge of curriculum</li> </ul>	Coordinated by Instructional Coach, Academic Group and Volunteer Coordinator

# CHARTER SCHOOL SERVICES AGREEMENT

Between  
**LAKEVIEW ACADEMY**  
And  
**CHARTER SOLUTIONS, INC.**

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This Charter School Services agreement (the "Agreement") is made and entered into on \_\_\_\_\_, 2011 by and between Charter Solutions, Inc., ("Charter Solutions") a Utah Corporation, and Lakeview Academy ("Charter Holder"), a Utah Non-profit Corporation organized under the laws of the State of Utah ("State"). Charter Solutions and the Charter Holder agree to the terms set forth below.

## RECITALS

WHEREAS, the Charter Holder has been authorized by Charter of the Utah Charter School Board and the Utah State Board of Education ("Authorizer"), under the direction of the Utah State Office of Education (USOE), to organize and operate a charter school ("Charter"), consistent with Title 53A-1a-501, et seq. (the Utah Charter Schools Act); and

WHEREAS, Pursuant to the Charter, the Charter Holder is governed by a board of directors ("Board") which is responsible for the operations of the charter school; and

WHEREAS, Charter Solutions provides business services, human resources management services and financial services ("Business Services") and support to public charter schools; and

WHEREAS, the Charter Holder desires that Charter Solutions provides its Business Services to the Charter Holder, and Charter Solutions desires to provide its Business Services to the Charter Holder; and

WHEREAS, the Charter Holder and Charter Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of Charter Solutions Business Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Charter Solutions and the Charter Holder mutually agree as follows:

1. **Contractual Relationship.** The Charter Holder has entered into an agreement with the Authorizer which sets forth certain terms and conditions governing the Charter Holder. Under the Charter Agreement, the Charter Holder is vested with all powers and authority necessary or desirable for carrying out its program. These powers and authorities include the power to contract with Charter Solutions to provide its Business Services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, the Charter Holder hereby contracts with Charter Solutions, to the extent permitted by law, for the provision of such services for the charter school, subject to the terms and conditions set forth in this Agreement and the Charter, and further subject to the oversight of the Board. Charter Solutions acknowledges that this Agreement is subject to the terms of the Charter.
2. **Term.** The term of this Agreement shall commence on July 1, 2011 and end on June 30, 2012, unless terminated earlier or extended in accordance with the terms and conditions set forth herein.
  - 2.1. **Term Extension.** This Agreement may be extended by agreement of the parties. The parties agree to give written notice of their intent to extend this Agreement at least thirty (30) days prior to termination of this Agreement.
3. **Duties of Charter Solutions:**
  - 3.1. **Business Manager.** Charter Solutions will employ a Business Manager, who will perform work primarily at Charter Holder's facility(ies) and who is subject to dismissal by the Charter Holder after consultation with Charter Solutions. Charter Holder acknowledges and understands that the Business Manager is an employee of Charter Solutions, and as such, has signed an agreement that he or she will not solicit or engage the services of Charter Holder, nor have his or her services directly engaged by Charter Holder during his employment and for a period of 12 months after employment with Charter Solutions. The Business Manager will also sign a Confidentiality Agreement to protect the confidential information of both Charter Solutions



and Charter Holder. The Business Manager will perform, at a minimum, the functions and duties identified on the attached Scope of Charter Solutions Business Management Services document, including without limitation:

3.1.1. Financial Management

- General accounting, bookkeeping and reporting
- Public school financial reporting
- Preparation of school budgets and forecasts
- Assist the Board and Administration with annual staffing budgets
- Annual Financial Report (AFR) budgets
- Purchasing
- Accounts payable and reimbursements
- Manage banking relationships
- Cash management and account reconciliation
- Physical records management
- Year-end close and archiving
- Financial Controls policy and procedure development

3.1.2. Facilities Management

- Assist Board with building operations and access
- Oversee property service contractors
- Manage inventory and assets
- Coordinate with maintenance and custodial staff

3.1.3. Human Resource Management

- Assist school administrators with new hire processing, including HR orientation
- Assist school administrators with termination processing, including post-employment issues
- Payroll administration, including employee deductions
- Assist the Board and Administration with employee benefit plan selections
- Perform employee benefits administration
- Process Workman's Compensation and unemployment claims
- Assist Administration with employee motivation and incentive programs
- Human Resource records management

3.1.4. Legal Compliance

- Assist the Board and Administration with Board and school policy development
- Complete legal reports associated with Business Services
- Assist the Board and Administration with legal compliance
- Assist the Board and Administration with insurance procurement and Business Continuity planning

3.1.5. Board Meeting Support. A Charter Solutions representative will regularly attend board meetings and provide a financial report to the Board and Administration and discuss any issues related to Charter Solutions' duties or other areas of school finance or operations

3.2. **General Accounting Support.** Charter Solutions will employ personnel located off Charter Holder's campus that will perform the following functions:

- 3.2.1. Policy and procedure development services, consisting of development of school policy for Board approval, review, and development of internal controls for school.
- 3.2.2. Closing support consisting of reconciliation of systems to control figures, maintaining backup files of Business Services records, filing monthly information sheets, year-end reconciliation and closing, and transitioning budget items from year to year.
- 3.2.3. Audit support, consisting of management of required state or federal financial audits, negotiation of Financial Statement changes by CPA firm, ensure the CPA firm obtains all information necessary for an independent audit, and ensure that state and federal reports are sent in a timely manner.

- 3.3. **Charter School Consulting Services.** Charter Solutions will employ charter school expert(s) that will perform the following functions:
- Provide Board support and training
  - Communicate with the Board on regular basis regarding all aspects of school operations
  - Support board with high-level administrative, policy and oversight issues, including government relations and Charter Movement issues
  - Upon request, provide consultation to the Board and Administration on all aspects of school operations and compliance
- 3.4. **Shared resources.** Charter Solutions will employ business managers at each Charter Solutions client charter school. Charter Holder shall have occasional, reasonable use of all Charter Solutions staff under the terms of this Agreement, or for such other uses as negotiated. Charter Holder agrees to allow a Business Manager assigned to Charter Holder's campus to be occasionally and reasonably available to other Charter Solutions client schools.
- 3.5. **State Charter School and State Board of Education Board Support.** Charter Solutions will provide State Charter School and State Board of Education Board support consisting of:
- The establishment of key relationships with the Utah State Charter School Board members
  - Working on any key State Charter School Board issues that may have a material affect on the School
  - Lobbying the Utah Charter School Board on behalf of Charter Holder when requested
  - Assisting with requests and appeals made by the Charter Holder to the State Charter School Board or State Board of Education
- 3.6. **General Administration of School.** Both parties acknowledge the general administration of the charter school falls within the duties of the school's Principal or Director, under the direction of the Board. However, some of the Business Services may or do overlap with the Board and Principal or Director's responsibilities; therefore, Charter Solutions will make a good faith effort to work with the Board and school administrators on general school administration responsibilities that are not the sole responsibility of the Principal or Director. Charter Holder agrees that the Board and Principal or Director will make a good faith effort to work with Charter Solutions on shared responsibility, including providing administrative assistance to Charter Solutions, and that the school building will be made reasonably available to Charter Solutions in the execution of terms of this Agreement. The Charter Holder and Charter Solutions agree and understand that the Board and the Principal or Director retains all final decision-making authority for all aspects of school operations, administration, and financial management. Charter Solutions shall perform any and all services under the oversight of the Board and the Principal or Director and shall institute and enforce the decisions and policies adopted by the Board.

4. **Termination of Agreement.**

- 4.1. **Termination at Will.** This Agreement may be terminated by either party for any reason or no reason at all at any time during the period of this Agreement with 60 days' written notice.
- 4.2. **Charter Holder Termination for Cause.** The Charter Holder shall have the right to terminate this Agreement for cause by providing 30 days written notice to Charter Solutions. "Cause" shall include any of the reasons set forth in subparagraphs 4.2.1, 4.2.2, or 4.3.3 below.
- 4.2.1. A breach of any of the terms and conditions of this Agreement accompanied by a failure to remedy such breach within 30 days after receipt of written notice of such breach from the Charter Holder; or
- 4.2.2. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which, after all possible appeals, results in a final judgment or finding that this Agreement

or the operation of the Charter School in conformity with this Agreement violates the Charter Holder's responsibilities, duties or obligations under the state or federal constitutions, statutes, laws, rules or regulations.

4.2.3. Gross negligence, fraud, or criminal acts of any kind committed by Charter Solutions' employees or agents

4.2.4. The requirement for 30-days' written notice for termination is waived for causes listed in subparagraph 4.2.3

4.3. **Charter Solutions Termination for Cause.** Charter Solutions may terminate the Agreement for cause prior to the end of the term set forth in this Agreement for any of the reasons set forth in subparagraphs 4.3.1 or 4.3.2 below.

4.3.1. The Charter Holder substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from Charter Solutions. For this purpose, a material breach may include, but is not limited to, a failure to make payments as required by this Agreement unless the required payment is subject to reasonable dispute, or any other failure which undermines the joint purposes of this Agreement; or

4.3.2. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse affect on Charter Solutions' ability to perform the obligations set forth in this Agreement.

5. **Remedies.** Except as provided in paragraph 15, the sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 4, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of one percent (1%) per month.
6. **Work space, supplies, and administrative support.** Charter Holder will provide appropriate and adequate office work space, classroom space, electronic connectivity, supplies, and administrative support for Charter Solutions to fulfill the obligations of this Agreement, including the use of related school equipment, supplies and other assets of the Charter Holder, including Human Resources and technology (Internet) hosting service access. Work space and supplies include, but are not limited to, desk, chair, private, securable work area, portable computer, software, private printer, filing cabinets, occasional meeting space for Charter Solutions staff meetings and general office supplies and materials. School administrative support staff shall provide reasonable administrative support for Charter Solutions staff working on Charter Holder business. Charter Holder retains ownership of its supplies and equipment upon termination of this agreement. Charter Solutions retains ownership of its supplies and equipment upon termination of this agreement.
7. **Compensation.** In exchange for the Business Services provided in this Agreement, the Charter Holder will pay Charter Solutions \$84,000 for the 2011-2012 school year, payable in equal monthly payments of \$7,000 beginning on July 1, 2011 and continuing until June 1, 2012. Charter Holder or Charter Solutions do not share in budgetary surpluses or deficiencies and acknowledge and agree that Charter Solutions is a contracted service provider. Charter Solutions' employees working on behalf of Charter Holder shall be entitled to reasonable travel expense reimbursement consistent with Charter Holder's policies.
8. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Charter Holder or Charter Solutions in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.
9. **Entire Agreement.** This Agreement (including the "Scope of Charter Solutions Business Management Services" referenced in Section 3) constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

10. **Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
11. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
12. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that: (i) Charter Solutions may, without consent of the Charter Holder, delegate the performance of but not the responsibility for such duties and obligations of Charter Solutions as specifically set forth herein; and (ii) Charter Solutions may assign, without the consent of the other party, this Agreement to a successor entity that acquires through a corporate reorganization substantially all of Charter Solutions' assets and liabilities.
13. **Force Majeure.** Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.
14. **Official Notice.** Notices and formal communications required by the terms of this Agreement will be in writing. Notice will be given by certified or registered mail (return receipt requested) to the registered address, facsimile (with confirmation of transmission), or by hand delivery with written confirmation. Notice will be deemed to be given two (2) days after the date of the mailing or upon the first date of business on or after the date of facsimile or hand delivery.

15. **Indemnification.**

15.1. **Indemnification.**

15.1.1. To the extent permitted by law, Charter Holder shall indemnify and hold harmless Charter Solutions, its members, directors, officers, employees, and agents from and against all claims, damages, demands, liens, losses, or liabilities of any kind, including attorney's fees and litigation costs, relating to the performance of the Charter Holder's benefit plans, including retirement plans, cash and investment accounts.

15.1.2. To the extent permitted by law, Charter Solutions shall indemnify, defend, and hold harmless Charter Holder and its respective members, directors, officers, employees, and agents from and against all claims, damages, demands, liens, losses, or liabilities of any kind, including attorney's fees and litigation costs, to the extent arising out of or connected with (i) any negligent acts, errors, or omissions or willful misconduct of Charter Solutions or its Personnel, its officers, employees, or agents in performing the services under this Agreement; and (ii) negligent or willful non-performance or breach by Charter Solutions or its Personnel of any of its or their duties, obligations, or representations under this Agreement, subject to the limits of Charter Solutions' professional liability insurance.

THIS AGREEMENT was approved at a public meeting held by the directors of Lakeview Academy on \_\_\_\_\_, 2011. At that meeting, the undersigned director of Lakeview Academy was authorized by the Board of Directors to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

**LAKEVIEW ACADEMY**

By: \_\_\_\_\_

Authorized Representative

Name: \_\_\_\_\_

**CHARTER SOLUTIONS, INC.**

By:  \_\_\_\_\_

Name: \_\_\_\_\_

**Proposal Title:** H-Wire Technology Solutions Contract Sept. 1, 2011 – June 30, 2012

**Submitted by:** James Fillmore

**Sponsoring Administrator:** Mark Johnson

**Proposal Abstract/details:** Currently H-Wire Technology Solutions has a contract that allows us to be here full time, we are able to use restricted funds for this purpose, however those restricted funds will be unavailable to continue past September. This contract would provide Lakeview Academy with part time IT Support, from a team of 4 members. That will provide us the opportunity to have large projects completed in a more efficient and timely manner, as well as the expertise that comes with multiple people on our team. This school would still serve as the “Home” school for James Fillmore, as he would be the person who is in once or twice a week.

**Please provide information to the following questions:**

**1) Proposal supports the charter by..?(Please site reference page)** Providing Technology support services, which is key in a Technology focused school.

**2) Proposal supports ends policy**

- a. ☐ Global Ends Policy
- b. ☐ Language Arts and Mathematics Ends Policy
- c. ☐ Science, Arts, and Technology Ends Policy
- d. ☒ Enrollment Ends Policy
- e. ☒ Parent Satisfaction Ends Policy

**It supports this ends policy by...** Providing Technology support services, which is key in a Technology focused school

**3) Are funds being requested? If so how much and from what budget category?**

- a. Yes, Outside Services Professional & Technical
- b. \$32,000.00

**4) Does this replace a current program or policy? If so, please attach a redline version of requested changes.**

- a. No, however it does continue and ongoing service.

**5) If a new program/policy, please attach the policy or program proposal.**

**6) Please attach any other options that may be considered.**

**7) Please attach any relevant information and all supporting documentation**

THIS AGREEMENT (the “Agreement”) is made and entered into on \_\_\_\_\_, 2011 by and between H-Wire Technology Solutions, LLC., a Utah Limited Liability Corporation, and Lakeview Academy (“Charter Holder”), a nonprofit corporation organized under the laws of the State of Utah (“State”). H-Wire Technology Solutions and Charter Holder agree to the terms set forth below.

## RECITALS

WHEREAS, Charter Holder has been authorized by the Utah Charter School Board to organize and operate a new charter school in Utah pursuant to the Utah Charter Schools Act; and

WHEREAS, H-Wire Technology Solutions provides consultant services to public charter schools; and

WHEREAS, Charter Holder desires that H-Wire Technology Solutions provides its school consultant services to Charter Holder, and H-Wire Technology Solutions desires to provide its consultant services to Charter Holder; and

WHEREAS, Charter Holder and H-Wire Technology Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of H-Wire Technology Solutions' consultant services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, H-Wire Technology Solutions and Charter Holder agree as follows:

**1. Contractual Relationship.** Charter Holder has entered into an agreement with the Utah Charter School Board which sets forth certain terms and conditions governing Charter Holder. Pursuant to the Charter Agreement, Charter Holder is governed by a board of directors (the "Board of Directors") which is responsible for the operations of the charter school. Under the Charter Agreement, Charter Holder is vested with all powers and authority necessary or desirable for carrying out its program. These powers and authorities include the power to contract with HWire Technology Solutions to provide its consultant services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, Charter Holder hereby contracts with H-Wire Technology Solutions, to the extent permitted by law, for the provision of such services for the charter school, subject to the terms and conditions set forth in this Agreement and the Charter Agreement, and further subject to the oversight of the School Director and the Board of Directors. H-Wire Technology Solutions acknowledges that this Agreement is subject to the terms of the Charter Agreement.

**2. Terms.** The term of this Agreement shall commence on September 1, 2011 and end when terminated by either party according to the terms of this agreement.

### **3. Duties of H-Wire Technology Solutions:**

**3.1. Charter School Technology Services.** H-Wire Technology Solutions will perform the following functions:

#### **3.2. General Services.**

- ☐ Operate and maintain the LAN and WAN, including all connected machines
- ☐ Maintain the privacy and security of the networks and individual computers
- ☐ Respond to computer, network, and printer problems in a timely manner
- ☐ Provide "help desk" service to staff
- ☐ Perform network backup according to designated schedule
- ☐ Maintain hardware and software

- ☐ Troubleshoot computer and printer problems and coordinate to get outside support if necessary
- ☐ Install new products
- ☐ Seek staff input in determining system/operations improvements and/or needs in relation to the network
- ☐ Participate in the development of policies, procedures and resources in relation to the network
- ☐ Maintain the school's email service
- ☐ Respond promptly to network emergencies
- ☐ Communicate clearly and effectively with school staff about network-related policies and procedures

### **3.3. Additional Services included in agreement.**

- ☐ Host Charter Holder's enrollment database in H-wire Data Centers
- ☐ Software support of Enrollment/Lottery Database
- ☐ Support of Computer Based Testing ("CBT") modules
- ☐ Website maintenance

## **4. Termination of Agreement.**

**4.1. Termination.** Either party shall have the right to terminate this agreement by providing 30 days' written notice to the other party.

**5. Remedies.** The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 4, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of one percent (1%) per month.

**6. Compensation.** It is recognized between the parties that H-Wire Technology Solutions is a forprofit entity. In exchange for the consultant services provided in this Agreement, Charter Holder will pay H-Wire Technology Solutions \$2,250 per month beginning on May 1, 2011 and then on the first day of each month thereafter. On May 1 of each subsequent year during the period of this agreement, the monthly compensation will increase by three percent (3%). A one-time fee of \$2000 will be due upon execution of this agreement to ensure prompt filing of E-Rate forms and associated Requests For Proposals ("RFP") as well as setup of the Central Office.

**7. No Third Party Beneficiary Rights.** No third party, whether a constituent of Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter Holder or H-Wire Technology Solutions in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

**8. Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

**9. Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein

shall be deemed to refer to the numbers preceding each section.

**10. Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**11. Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

## **12. Indemnification.**

### **12.1. Indemnification**

12.1.1. To the extent permitted by law, H-Wire Technology Solutions shall indemnify, defend, and hold harmless Charter Holder and its respective members, directors, officers, employees, and agents from and against all claims, damages, demands, liens, losses, or liabilities of any kind, including attorney's fees and litigation costs, to the extent arising out of or connected with (i) any negligent acts, errors, or omissions or willful misconduct of H-Wire Technology Solutions or its Personnel, its officers, employees, or agents in performing the services under this Agreement; and (ii) negligent or willful nonperformance of breach by H-Wire Technology Solutions or its Personnel of any of its or their duties, obligations, or representations under this Agreement, subject to the limits of H-Wire Technology Solutions professional liability insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

### **LAKEVIEW ACADEMY**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

### **H-WIRE TECHNOLOGY SOLUTIONS, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_







